

Subject: Re: ICE Warwick Status - 7RI2043 ICE Warwick, RI
Date: Tue, 23 Jul 2019 11:04:12 -0500
From: Rena Grimes - PRAA-C <rena.johnson@gsa.gov>
To: Jim Wojciechowski <james.wojciechowski@gsa.gov>
Message-ID: <CAHrXnVQgi4w5sQshpzBTY9dtGYfr_80sxo7Gc42j+wPAXO2M_Q@mail.gmail.com>
MD5: 5c39182a9d52260cfd70d30f645e4edb

Good Morning Jim:

Thank you for the update.

Please clarify, GSA legal are correspondence with the Lessor and or Lessor's Attorney.
Did GSA indicate that they will remind the Lessor to pay JLL's initial invoice?

Please remember to include project numbers in your subject heading.

(b) (6)

Best regards,

Rena

Rena (Johnson) Grimes

GSA Broker Contractor

telephone [312-228-3967](tel:312-228-3967) | cell (b) (6) | rena.johnson@gsa.gov
www.gsa.gov

On Tue, Jul 23, 2019 at 8:34 AM Jim Wojciechowski <james.wojciechowski@gsa.gov> wrote:

Hi Rena and Maureen,

I was advised the legal teams are in discussion so we are on hold until further notice.

Thanks,

Jim Wojciechowski

Watchdog Real Estate Project Management - Broker Contractor for GSA

T 215.625.8550 x 111

c (b) (6)

GSA Email james.wojciechowski@gsa.gov

--

Subject: PM Assignment
Date: Thu, 27 Jun 2019 10:26:59 -0400
From: David Langone - 1P1 <david.langone@gsa.gov>
To: Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>
Cc: David Langone <david.langone@gsa.gov>, Anthony Pellegrino <anthony.pellegrino@gsa.gov>, Barbara Salfity <barbara.salfity@gsa.gov>, Brian Wong - 1PME <brian.wong@gsa.gov>, "Christopher Giunta (1PME)" <christopher.giunta@gsa.gov>, Eric Keurulainen - 1PSM <eric.keurulainen@gsa.gov>, "James Adamo (1PSA)" <james.adamo@gsa.gov>, James Kelliher <james.kelliher@gsa.gov>, Michael Franzese <michael.franzese@gsa.gov>, Natasha DaCruz - 1PQB <natasha.dacruz@gsa.gov>, Nicole Katz - 1PTA <nicole.katz@gsa.gov>, Paul Rojko <paul.rojko@gsa.gov>, Richard Reynolds - 1PRL <richardt.reynolds@gsa.gov>, Steven Smith <steven.smith@gsa.gov>, Surran Dilks <surran.dilks@gsa.gov>, Timothy Shobbrook <timothy.shobbrook@gsa.gov>, Vicki Kwiatek <vicki.kwiatek@gsa.gov>, Walter Perez <walter.perez@gsa.gov>
Message-ID: <CAFGYG6Y8xLCQUSrYcVT2eN=MHtAy+Zf1JEfFNXjwbP1Hn5GEsA@mail.gmail.com>
MD5: 887e6129e1ac2a70eee3bd30b4e69d61

You've been assigned as the PM for the Leasing project listed below. Your team has been assigned and your next step is to have a kick off meeting with in 2 weeks to start your PMP plan and Communication plan through Suite Of Planning Tools. You may cut and paste the link: (b) (6)

I will be available to facilitate any meeting if you'd like to have me.

If you'd like to review any leasing teams you may find the Master Lease Chart located in the I drive PBS 1P gPM named " Region 1 Leasing Project Master"

Please see below project team assignment for Log # LL0572 Bldg# RI7147 Lease# LRI00279 Project # 7RI2043 ICE New Replacing Lease w Full Buildout & Inspections-TIA & RWA Funding:

Team Members:

Vicki Kwiatek, Sponsor

Keefe Murray, PM

Jeff Schetrompf, Elec Eng

Aaron Sorrell, Mech Eng

Rich Reynolds, LCO

Mike Dunbar, RAM / SDE

Tyler Hyde, SDE

Folder: All Mail

Don Fuccillo, SDE

David Hall, Prop Mgr

Walter Sterling, FPE / FLS

David Langone

R01 PMO

(w) 617 565-7231

(c) (b) (6)

Subject: 7RI2043 ICE Warwick, RI - Contacts
Date: Wed, 10 Jul 2019 11:41:32 -0400
From: MAUREEN PAYTON - Q-C <maureen.ezeike@gsa.gov>
To: Richard Reynolds - 1PRL <richardt.reynolds@gsa.gov>
Cc: Rena Johnson - PRAA-C <rena.johnson@gsa.gov>, Staci Stout <staci.stout@gsa.gov>
Message-ID: <CAFZGODFX29WOW4jnD=HZkz5wCg-DavUpYQfX6riXaoVff3bxw@mail.gmail.com>
MD5: b7902bca4fe04a77f2fef58ecad6122d

Hi Richard,

While I am out on maternity leave you can contact Rena Grimes (b) (6) who is the Zonal Lead or Staci Stout (b) (6) who is the Regional Lead. Both have access my documents and will contact me if emails are needed.

Thanks much,
Maureen

--

Maureen (Ezeike) Payton
GSA Authorized Representative
Broker Contractor

Jones Lang LaSalle
2020 K Street, NW – Suite 1100 | Washington, DC 20006
Tel 202-719-5619

maureen.ezeike@gsa.gov

Subject: RE: 7RI2043 - ICE Warwick Updated CADs
Date: Fri, 28 Jun 2019 17:48:41 +0000
From: Jim Wojciechowski <(b) (6) watchdogpm.com>
To: Bruce Callard - PCBG-C <bruce.callard@gsa.gov>
Cc: Keefe Murray - 1PRL <keefe.murray@gsa.gov>, "Richard Reynolds (1PRL)" <richardt.reynolds@gsa.gov>, Jim Wojciechowski <(b) (6) watchdogpm.com>
Message-ID: <BN8PR20MB22755B5C29E052CD64439466B8FC0@BN8PR20MB2275.namprd20.prod.outlook.com>
MD5: adf78be5603faf55c08781cf06ccb31

Thanks Bruce.

I am available 10:00am EST or 1:00pm EST on Monday.

Thanks,


Jim Wojciechowski
T 215.625.8550 x 111
C (b) (6)
2218 Race Street
Philadelphia, PA 19103

watchdogpm.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

From: Bruce Callard - PCBG-C <bruce.callard@gsa.gov>
Sent: Friday, June 28, 2019 1:45 PM
To: Jim Wojciechowski <(b) (6) watchdogpm.com>
Cc: Keefe Murray - 1PRL <keefe.murray@gsa.gov>; Richard Reynolds (1PRL) <richardt.reynolds@gsa.gov>
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Jim,

It was a good call. We reviewed contract basics, team protocol, and how things will be going forward w Richard in charge.

Margarita agrees it is time for a full set of Level 1 DID's be submitted and reviewed by SSI and ERO.

Send your availability Monday and we all can set up a call to update you further.

Bruce

On Fri, Jun 28, 2019 at 12:28 PM Jim Wojciechowski <(b) (6) watchdogpm.com> wrote:

Keefe/Bruce,

How did the call go yesterday?

Thanks,



Jim Wojciechowski

T 215.625.8550 x 111

C (b) (6)

2218 Race Street

Philadelphia, PA 19103

watchdogpm.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

From: Meoz-Mendez, Margarita (b) (6) ice.dhs.gov>

Sent: Thursday, June 27, 2019 6:37 PM

To: Keefe Murray - 1PRL <keefe.murray@gsa.gov>; Richard Reynolds (1PRL) <richardt.reynolds@gsa.gov>; bruce.callard@gsa.gov; Jim Wojciechowski <(b) (6) watchdogpm.com>

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I noticed that it was more than we requested and I was told it was fine, and that the additional sqft were rent free from lessor. I have also attached my site visit report.

FYI, this building had it asbestos and it went to a long abatement process.

Do not hesitate to contact me if you have any questions or concerns.

Thank you,

Margarita Meóz-Mendez

MA. NCARB. SAME. Intl. Assoc. AIA.

OAFM Project Manager

Office of Asset and Facilities Management (OAFM)

FMD|OAFM|DHS|ICE

500 12th Street SW. Room # 3145

Washington, DC 20536

O: (b) (6)

C: (b) (6)

From: Jim Wojciechowski <james.wojciechowski@gsa.gov>

Sent: Monday, February 25, 2019 8:52 AM

To: Meoz-Mendez, Margarita (b) (6) ice.dhs.gov>

Cc: Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>;

Andrew Forbes - 1PRL <andrew.forbes@gsa.gov>

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GSA Email james.wojciechowski@gsa.gov

Watchdog Email (b) (6) watchdogpm.com

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--

Bruce I. Callard

Construction Manager

US. General Services Administration

10 Causeway St. Rm. 1010

Boston MA. 02222

(617) 283-3605

bruce.callard@gsa.gov

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Date: Fri, 28 Jun 2019 16:28:16 +0000
From: Jim Wojciechowski <(b) (6)@watchdogpm.com>
To: Keefe Murray - 1PRL <keefe.murray@gsa.gov>, "Richard Reynolds (1PRL)" <richardt.reynolds@gsa.gov>, "Bruce Callard" <bruce.callard@gsa.gov>
Cc: Jim Wojciechowski <(b) (6)@watchdogpm.com>
Message-ID: <BN8PR20MB227509A0C877F0A151AF7A03B8FC0@BN8PR20MB2275.namprd20.prod.outlook.com>
MD5: 48ff7829160120b20cc0486b782a058b

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Thanks,


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REAL ESTATE PROJECT MANAGEMENT
Jim Wojciechowski
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OAFM Project Manager

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FMD|OAFM|DHS|ICE

500 12th Street SW. Room # 3145

Washington, DC 20536

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Cc: Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>; Andrew Forbes - 1PRL <andrew.forbes@gsa.gov>
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Thanks,

Jim Wojciechowski

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GSA Email james.wojciechowski@gsa.gov

Watchdog Email (b) (6) watchdogpm.com

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Subject: FW: 7RI2043 - ICE Warwick Updated CADs
Date: Wed, 10 Jul 2019 15:00:49 +0000
From: Jim Wojciechowski <(b) (6)@watchdogpm.com>
To: Richard Reynolds <richardt.reynolds@gsa.gov>, Keefe Murray - 1PRL <keefe.murray@gsa.gov>, Mark Shinto <mark.shinto@gsa.gov>, "Nancy O'Connell (LD1)" <nancy.oconnell@gsa.gov>, Bruce Callard - Pcbg-C <bruce.callard@gsa.gov>
Cc: Jim Wojciechowski <(b) (6)@watchdogpm.com>
Message-ID: <BN8PR20MB2275ED4E3B398D3778E49202B8F00@BN8PR20MB2275.namprd20.prod.outlook.com>
MD5: 869c3a167449f71c4c8af159a90bab1f
Attachments: WARWICK-ICE-022119Rev Model-ICE questions.pdf

Thanks,


WATCHDOG
REAL ESTATE PROJECT MANAGEMENT
Jim Wojciechowski
T 215.625.8550 x 111
C (b) (6)
2218 Race Street
Philadelphia, PA 19103

watchdogpm.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

From: Meoz-Mendez, Margarita <(b) (6)@ice.dhs.gov>
Sent: Monday, February 25, 2019 9:41 AM
To: Jim Wojciechowski <(b) (6)@watchdogpm.com>; Jim Wojciechowski <james.wojciechowski@gsa.gov>
Cc: Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>; Andrew Forbes - 1PRL <andrew.forbes@gsa.gov>
Subject: RE: 7RI2043 - ICE Warwick Updated CADs
Importance: High

Hi Jim,

Thank you for the columns confirmation. I forgot to ask you the following:

- 1) What is that little closet in the front elevation? Is that also part of the area?
- 2) Is the open entry porch in the rear elevation also part of our space?

Please clarify. (see attached)

Thank you,
Margarita Meóz-Mendez
MA. NCARB. SAME. Intl. Assoc. AIA. PM.
OAFM Project Manager
Facilities Management Division (FMD)
Office of Asset and Facilities Management (OAFM)
FMD|OAFM|DHS|ICE
500 12th Street SW
Washington, DC 20536
C (b) (6)

From: Jim Wojciechowski <(b) (6)@watchdogpm.com>
Sent: Monday, February 25, 2019 9:30 AM

To: Meoz-Mendez, Margarita <(b) (6)@ice.dhs.gov>; Jim Wojciechowski <james.wojciechowski@gsa.gov>
Cc: Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>; Andrew Forbes - 1PRL <andrew.forbes@gsa.gov>; Jim Wojciechowski <(b) (6)@watchdogpm.com>
Subject: RE: 7RI2043 - ICE Warwick Updated CADs

Hi Margarita,

Thanks for the call. I spoke with the Lessor and they confirmed there are columns at the locations that have the "is there a column in this location" note on the drawings.

Thanks,


WATCHDOG
REAL ESTATE PROJECT MANAGEMENT
Jim Wojciechowski
T 215.625.8550 x 111
C (b) (6)
2218 Race Street
Philadelphia, PA 19103

watchdogpm.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

From: Meoz-Mendez, Margarita <(b) (6)@ice.dhs.gov>
Sent: Monday, February 25, 2019 9:13 AM
To: Jim Wojciechowski <james.wojciechowski@gsa.gov>
Cc: Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>; Andrew Forbes - 1PRL <andrew.forbes@gsa.gov>
Subject: RE: 7RI2043 - ICE Warwick Updated CADs
Importance: High

I have several questions about the drawing you sent.
When can I call you?

Thank you,
Margarita Meóz-Mendez
MA. NCARB. SAME. Intl. Assoc. AIA. PM.
OAFM Project Manager
Facilities Management Division (FMD)
Office of Asset and Facilities Management (OAFM)
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Subject: Re: 7RI2043 - ICE Warwick Updated CADs
Date: Fri, 28 Jun 2019 13:44:38 -0400
From: Bruce Callard - PCBG-C <bruce.callard@gsa.gov>
To: Jim Wojciechowski <(b) (6)@watchdogpm.com>
Cc: Keefe Murray - 1PRL <keefe.murray@gsa.gov>, "Richard Reynolds (1PRL)" <richardt.reynolds@gsa.gov>
Message-ID: <CAMK6Ba=AYp1VESSB-QbjEm81B_0SeA-W=1e4tefBTkn98YUzwQ@mail.gmail.com>
MD5: a227bcaa9fe524cc74e301ef435bd5fd

Jim, It was a good call. We reviewed contract basics, team protocol, and how things will be going forward w Richard in charge.


Margarita agrees it is time for a full set of Level 1 DID's be submitted and reviewed by SSI and ERO. Send your availability Monday and we all can set up a call to update you further.
Bruce

On Fri, Jun 28, 2019 at 12:28 PM Jim Wojciechowski <(b) (6)@watchdogpm.com> wrote:

Keefe/Bruce,

How did the call go yesterday?

Thanks,


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Bruce I. Callard
Construction Manager
US. General Services Administration
10 Causeway St. Rm. 1010
Boston MA. 02222

(617) 283-3605
bruce.callard@gsa.gov

Subject: RE: 7RI2043 - ICE Warwick Updated CADs
Date: Mon, 1 Jul 2019 13:18:25 +0000
From: Jim Wojciechowski <(b) (6) watchdogpm.com>
To: Bruce Callard - PCBG-C <bruce.callard@gsa.gov>
Cc: Keefe Murray - 1PRL <keefe.murray@gsa.gov>, "Richard Reynolds (1PRL)" <richardt.reynolds@gsa.gov>, Jim Wojciechowski <(b) (6) watchdogpm.com>
Message-ID: <BN8PR20MB227506B7921606C6B8945F19B8F90@BN8PR20MB2275.namprd20.prod.outlook.com>
MD5: 4ed507ebc11c625125813c821e31e0af

Bruce – can we have this call at 10am today?

Thanks,


WATCHDOG
REAL ESTATE PROJECT MANAGEMENT
Jim Wojciechowski
T 215.625.8550 x 111
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2218 Race Street
Philadelphia, PA 19103


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Thanks Bruce.

I am available 10:00am EST or 1:00pm EST on Monday.

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Subject: FW: 7RI2043 - ICE Warwick Updated CADs

To all,

Sorry, I made a mistake, It was Jim that sent me the files.

Attached previous email and CADD file sent to me back in January 31, 2019 without the delineated area, and I was told it was the entire building.

Then, I got a new CADD file in February 25th, with the delineated area and to start working with the test fit.

I noticed that it was more than we requested and I was told it was fine, and that the additional sqft were rent free from lessor. I have also attached my site visit report.

FYI, this building had it asbestos and it went to a long abatement process.

Do not hesitate to contact me if you have any questions or concerns.

Thank you,
Margarita Meóz-Mendez

MA. NCARB. SAME. Intl. Assoc. AIA.
OAFM Project Manager
Office of Asset and Facilities Management (OAFM)
FMD|OAFM|DHS|ICE
500 12th Street SW. Room # 3145
Washington, DC 20536
O: (b) (6)
C: (b) (6)

From: Jim Wojciechowski <james.wojciechowski@gsa.gov>
Sent: Monday, February 25, 2019 8:52 AM
To: Meoz-Mendez, Margarita <(b) (6)@ice.dhs.gov>
Cc: Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>;
Andrew Forbes - 1PRL <andrew.forbes@gsa.gov>
Subject: 7RI2043 - ICE Warwick Updated CADs

Good Morning Margarita,

Please see attached for the updated PDF and CADs which outline ICE's space. I also attached a PDF of the site plan and should have the CAD over to you shortly. Per our new schedule, we will ask that ICE provide the block plan within 15 working days from today which will bring us to 3/15/19.

Thanks,

Jim Wojciechowski

Watchdog Real Estate Project Management - Broker Contractor for GSA

2218 Race Street, Philadelphia, PA 19103

T 215.625.8550 x 111

C (b) (6)

GSA Email james.wojciechowski@gsa.gov

Watchdog Email (b) (6) watchdogpm.com

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--

Bruce I. Callard

Construction Manager

US. General Services Administration

10 Causeway St. Rm. 1010

Boston MA. 02222

(617) 283-3605

bruce.callard@gsa.gov

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed.

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Subject: RE: 7RI2043 - ICE Warwick Milestone Schedule (5.30.19)
Date: Wed, 26 Jun 2019 21:53:51 +0000
From: "Meoz-Mendez, Margarita" <(b) (6) ice.dhs.gov>
To: Jim Wojciechowski <(b) (6) watchdogpm.com>
Cc: Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>, "Bruce Callard" <bruce.callard@gsa.gov>, Mark Shinto - 1PRL <mark.shinto@gsa.gov>, "Richard Reynolds (1PRL)" <richardt.reynolds@gsa.gov>
Message-ID: <BLOPR0901MB2452CBE211828F4780BE99A4E1E20@BLOPR0901MB2452.namprd09.prod.outlook.com>
MD5: f4cecb70b57228a29b3732628a450346

Jim,

I have not received the latest schedule. What is the next milestone and when? Upper management is asking me for the status of this project.

Thank you,

Margarita Meóz-Mendez

MA. NCARB. SAME. Intl. Assoc. AIA.
OAFM Project Manager
Office of Asset and Facilities Management (OAFM)
FMD|OAFM|DHS|ICE
500 12th Street SW. Room # 3145
Washington, DC 20536
O: (b) (6)
C: (b) (6)

From: Jim Wojciechowski <(b) (6) watchdogpm.com>
Sent: Thursday, June 13, 2019 9:28 AM
To: Meoz-Mendez, Margarita <(b) (6) ice.dhs.gov>
Cc: Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>; Bruce Callard <bruce.callard@gsa.gov>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>; Richard Reynolds (1PRL) <richardt.reynolds@gsa.gov>; Jim Wojciechowski <(b) (6) watchdogpm.com>
Subject: 7RI2043 - ICE Warwick Milestone Schedule (5.30.19)

Margarita,

Please see attached for the schedule.

Thanks,


WATCHDOG
REAL ESTATE PROJECT MANAGEMENT
Jim Wojciechowski
T 215.625.8550 x 111
C (b) (6)
2218 Race Street
Philadelphia, PA 19103

watchdogpm.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

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Subject: Fwd: Notice of the Government's Breach of Lease No. GS-01P-LRI00279
Date: Wed, 3 Jul 2019 13:38:31 -0400
From: "Nancy O'Connell - LD1" <nancy.oconnell@gsa.gov>
To: Richard Reynolds - 1PRL <richardt.reynolds@gsa.gov>
Cc: Kevin Richards <kevin.richards@gsa.gov>
Message-ID: <CANYt42=LGoqbtj+On1EBkDsX8d8ZivUX5KiQknYy8GA9Aj_DYg@mail.gmail.com>
MD5: 731b77347a25ee027cb73ee36de600b3
Attachments: Notice of Breach of Lease No. GS-01P-LRI00279.pdf ; Attachment A.pdf ; Attachment B.pdf ; Attachment C.pdf ; Attachment D.pdf ; Attachment E.pdf ; Attachment F.pdf ; Attachment G.DOCX

Please give me a call after you read this.

Thx

----- Forwarded message -----

From: <(b) (6) hklaw.com>
Date: Wed, Jul 3, 2019 at 12:57 PM
Subject: Notice of the Government's Breach of Lease No. GS-01P-LRI00279
To: <richardt.reynolds@gsa.gov>
Cc: <nancy.oconnell@gsa.gov>, <(b) (6) hklaw.com>

Dear Mr. Reynolds:

We represent Cape Moraine, LLC, the Lessor to the Government under Lease No. GS-01P-LRI00279. Please see attached a Notice of the Government's Breach of Lease, along with supporting documentation for the same. Please feel free to reach out to us with any questions or concerns.

Thank you.

Best,

Gordon Griffin | Holland & Knight

Associate

Holland & Knight LLP

800 17th Street N.W., Suite 1100 | Washington, DC 20006

Phone 202.469.5122 | Fax 202.955.5564

(b) (6) hklaw.com | www.hklaw.com

[Add to address book](#) | [View professional biography](#)

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--

Nancy E. O'Connell
Regional Counsel
Phone: (617) 565-5891
Cell: (b) (6)
Fax (617) 565-7278

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Subject: Notice of the Government's Breach of Lease No. GS-01P-LRI00279
Date: Wed, 3 Jul 2019 16:53:47 +0000
From: <(b) (6) hklaw.com>
To: <richardt.reynolds@gsa.gov>
Cc: <nancy.oconnell@gsa.gov>, <(b) (6) hklaw.com>
Message-ID: <3fa116d991b44fd68b86066155be0ddb@DC101P1EX.us.firm.hklaw.com>
MD5: e116785ea9df6f0adbcb270588bdd75b
Attachments: Notice of Breach of Lease No. GS-01P-LRI00279.pdf ; Attachment A.pdf ; Attachment B.pdf ; Attachment C.pdf ; Attachment D.pdf ; Attachment E.pdf ; Attachment F.pdf ; Attachment G.DOCX

Dear Mr. Reynolds:

We represent Cape Moraine, LLC, the Lessor to the Government under Lease No. GS-01P-LRI00279. Please see attached a Notice of the Government's Breach of Lease, along with supporting documentation for the same. Please feel free to reach out to us with any questions or concerns.

Thank you.

Best,

Gordon Griffin | Holland & Knight

Associate

Holland & Knight LLP

800 17th Street N.W., Suite 1100 | Washington, DC 20006

Phone 202.469.5122 | Fax 202.955.5564

(b) (6) hklaw.com | www.hklaw.com

[Add to address book](#) | [View professional biography](#)


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Subject: RE: ICE Warwick RI - Post Award Meeting Minutes -
Date: Mon, 1 Jul 2019 14:10:22 +0000
From: Jim Wojciechowski <(b) (6)@watchdogpm.com>
To: Mark Shinto - 1PRL <mark.shinto@gsa.gov>
Cc: Richard Reynolds <richardt.reynolds@gsa.gov>, Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>, Bruce Callard - PCBG-C <bruce.callard@gsa.gov>, Jim Wojciechowski <(b) (6)@watchdogpm.com>
Message-ID: <BN8PR20MB227567C6E87DEB6F0003EC5CB8F90@BN8PR20MB2275.namprd20.prod.outlook.com>
MD5: 73a99236872c39a5a0da52a76451c1c8
Attachments: 443 Jefferson – 6.6.19 Minutes GSA Warwick.docx ; 5-30-19 Minutes - 443 Jefferson – GSA Warwick.docx ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (5.2.19).pdf ; 4.18.19_MeetingMinutes_443 Jefferson – GSA Warwick - .docx ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (4.25.19)MMM comments.pdf ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (4.25.19).pdf ; 4.11.19_MeetingMinutes_443 Jefferson – GSA Warwick - .pdf ; 4.11.19_MeetingMinutes_443 Jefferson – GSA Warwick - .docx ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (2.20.19).pdf

Mark,

Please see attached for all of the minutes.

Thanks,


Jim Wojciechowski
T 215.625.8550 x 111
C (b) (6)
2218 Race Street
Philadelphia, PA 19103

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From: Mark Shinto - 1PRL <mark.shinto@gsa.gov>
Sent: Monday, July 1, 2019 9:24 AM
To: Jim Wojciechowski <(b) (6)@watchdogpm.com>
Cc: Richard Reynolds <richardt.reynolds@gsa.gov>; Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>; Bruce Callard - PCBG-C <bruce.callard@gsa.gov>
Subject: ICE Warwick RI - Post Award Meeting Minutes -

Jim,

Please send Rich Reynolds all the project post award meeting minutes to date.

Sincerely,

Mark Shinto

General Services Administration

Public Building Service

Lease Contracting Officer

Real Estate Acquisition Division

Room 1100

10 Causeway Street

Boston, MA 02222

Cell: (b) (6)

Fax: 617-565-7146

e-mail: mark.shinto@gsa.gov

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Subject: Fwd: ICE Warwick RI - Post Award Meeting Minutes -
Date: Mon, 1 Jul 2019 11:05:50 -0400
From: Mark Shinto - 1PRL <mark.shinto@gsa.gov>
To: Richard Reynolds <richardt.reynolds@gsa.gov>
Message-ID: <CAKBi7JBtHEj5c-2TVQWwDAKcLAF_4yKAg29hdZNSoe21yFGH-w@mail.gmail.com>
MD5: b8575be78f6388c4db1d2894ed8e67d1
Attachments: 443 Jefferson – 6.6.19 Minutes GSA Warwick.docx ; 5-30-19 Minutes - 443 Jefferson – GSA Warwick.docx ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (5.2.19).pdf ; 4.18.19_MeetingMinutes_443 Jefferson – GSA Warwick - .docx ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (4.25.19)MMM comments.pdf ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (4.25.19).pdf ; 4.11.19_MeetingMinutes_443 Jefferson – GSA Warwick - .pdf ; 4.11.19_MeetingMinutes_443 Jefferson – GSA Warwick - .docx ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (2.20.19).pdf

Rich,RE: ICE Warwick, RI - Meeting minutes forwarded from the Broker per your request.

Sincerely,

Mark Shinto

**General Services Administration
Public Building Service**

**Lease Contracting Officer
Real Estate Acquisition Division
Room 1100
10 Causeway Street
Boston, MA 02222
Cell: (b) (6)
Fax: 617-565-7146
e-mail: mark.shinto@gsa.gov**

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----- Forwarded message -----

From: **Jim Wojciechowski** <(b) (6) watchdogpm.com>
Date: Mon, Jul 1, 2019 at 10:12 AM
Subject: RE: ICE Warwick RI - Post Award Meeting Minutes -
To: Mark Shinto - 1PRL <mark.shinto@gsa.gov>
Cc: Richard Reynolds <richardt.reynolds@gsa.gov>, Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>, Bruce Callard - PCBG-C <bruce.callard@gsa.gov>, Jim Wojciechowski <(b) (6) watchdogpm.com>

Mark,

Please see attached for all of the minutes.

Thanks,


WATCHDOG
REAL ESTATE PROJECT MANAGEMENT
Jim Wojciechowski
T 215.625.8550 x 111
C (b) (6)
2218 Race Street
Philadelphia, PA 19103

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From: Mark Shinto - 1PRL <mark.shinto@gsa.gov>

Sent: Monday, July 1, 2019 9:24 AM

To: Jim Wojciechowski <(b) (6) watchdogpm.com>

Cc: Richard Reynolds <richardt.reynolds@gsa.gov>; Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>;
Bruce Callard - PCBG-C <bruce.callard@gsa.gov>

Subject: ICE Warwick RI - Post Award Meeting Minutes -

Jim,

Please send Rich Reynolds all the project post award meeting minutes to date.

Sincerely,

Mark Shinto

General Services Administration

Public Building Service

Lease Contracting Officer

Real Estate Acquisition Division

Room 1100

10 Causeway Street

Boston, MA 02222

Cell: (b) (6)

Fax: 617-565-7146

e-mail: mark.shinto@gsa.gov

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Subject: Fwd: ICE Warwick RI - Post Award Meeting Minutes -
Date: Wed, 3 Jul 2019 09:38:25 -0400
From: Richard Reynolds - 1PRL <richardt.reynolds@gsa.gov>
To: Mathew Kelly - 1PR <mathewj.kelly@gsa.gov>
Message-ID: <CAEb4YgzNsPrbGncW1=eSVbQD8bHa7AVno8fKBNUk1c4of=9OFg@mail.gmail.com>
MD5: 23c6ec2c8862064d8620a432b2c42ff5
Attachments: 443 Jefferson – 6.6.19 Minutes GSA Warwick.docx ; 5-30-19 Minutes - 443 Jefferson – GSA Warwick.docx ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (5.2.19).pdf ; 4.18.19_MeetingMinutes_443 Jefferson – GSA Warwick - .docx ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (4.25.19)MMM comments.pdf ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (4.25.19).pdf ; 4.11.19_MeetingMinutes_443 Jefferson – GSA Warwick - .pdf ; 4.11.19_MeetingMinutes_443 Jefferson – GSA Warwick - .docx ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (2.20.19).pdf

Please download and print all of these minutes for me and put in order by date starting with the earliest date. Thanks

Richard T. Reynolds

Supervisor/Team Lead/Contracting Officer

Real Estate Acquisition Division

Leasing Branch (1PRL)

Public Buildings Service

U.S. General Services Administration

10 Causeway Street, Room 1010

Boston, MA 02222

(617)-448-7987

richardt.reynolds@gsa.gov

----- Forwarded message -----

From: **Mark Shinto - 1PRL** <mark.shinto@gsa.gov>
Date: Mon, Jul 1, 2019 at 11:06 AM
Subject: Fwd: ICE Warwick RI - Post Award Meeting Minutes -
To: Richard Reynolds <richardt.reynolds@gsa.gov>

Rich,

RE: ICE Warwick, RI - Meeting minutes forwarded from the Broker per your request.

Sincerely,

Mark Shinto

General Services Administration

Public Building Service

Lease Contracting Officer

Real Estate Acquisition Division

Room 1100

10 Causeway Street

Boston, MA 02222

Cell: (b) (6)

Fax: 617-565-7146

e-mail: mark.shinto@gsa.gov

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----- Forwarded message -----

From: **Jim Wojciechowski** <(b) (6) watchdogpm.com>
Date: Mon, Jul 1, 2019 at 10:12 AM
Subject: RE: ICE Warwick RI - Post Award Meeting Minutes -
To: Mark Shinto - 1PRL <mark.shinto@gsa.gov>
Cc: Richard Reynolds <richardt.reynolds@gsa.gov>, Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>, Bruce Callard - PCBG-C <bruce.callard@gsa.gov>, Jim Wojciechowski <(b) (6) watchdogpm.com>

Mark,

Please see attached for all of the minutes.

Thanks,


WATCHDOG
REAL ESTATE PROJECT MANAGEMENT
Jim Wojciechowski
T 215.625.8550 x 111
C (b) (6)
2218 Race Street
Philadelphia, PA 19103

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From: Mark Shinto - 1PRL <mark.shinto@gsa.gov>
Sent: Monday, July 1, 2019 9:24 AM
To: Jim Wojciechowski <(b) (6) watchdogpm.com>
Cc: Richard Reynolds <richardt.reynolds@gsa.gov>; Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>; Bruce Callard - PCBG-C <bruce.callard@gsa.gov>
Subject: ICE Warwick RI - Post Award Meeting Minutes -

Jim,

Please send Rich Reynolds all the project post award meeting minutes to date.

Sincerely,

Mark Shinto

General Services Administration

Public Building Service

Lease Contracting Officer

Real Estate Acquisition Division

Room 1100

10 Causeway Street

Boston, MA 02222

Cell: (b) (6)

Fax: 617-565-7146

e-mail: mark.shinto@gsa.gov

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Subject: Meeting Minutes - ICE Warwick RI
Date: Wed, 10 Jul 2019 13:48:34 -0400
From: Mark Shinto - 1PRL <mark.shinto@gsa.gov>
To: Richard Reynolds <richardt.reynolds@gsa.gov>, "Nancy O'Connell" <nancy.oconnell@gsa.gov>
Message-ID: <CAKBi7JDgKL0zr9fxm6jjHjIL+rDZMYoGSY2XORAZ81s+Ppw+bw@mail.gmail.com>
MD5: 1eb240da848e6f6c7c8c3fceafc28260
Attachments: 5-30-19 Minutes - 443 Jefferson – GSA Warwick.pdf ; 7RI2043 - ICE Warwick Post Award Kick Off Meeting Agenda.pdf ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (2.20.19).pdf ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (4.25.19).pdf ; 7RI2043 - ICE Warwick Post Award Meeting Minutes (5.2.19).pdf ; Meeting minutes - 6 Jun 2019 -443 Jefferson – 6.6.19 Minutes GSA Warwick.pdf ; Meeting Minutes - 11APR2019 -.pdf

Rich and Nancy, Per request from today's meeting please find attached copies of Meeting Minutes.

Sincerely,

Mark Shinto
General Services Administration
Public Building Service

Lease Contracting Officer
Real Estate Acquisition Division
Room 1100
10 Causeway Street
Boston, MA 02222
Cell: (b) (6)
Fax: 617-565-7146
e-mail: mark.shinto@gsa.gov

The best way to find yourself is to lose yourself in the service of others.

Subject: Ice Warwick
Date: Wed, 3 Jul 2019 16:43:17 -0400
From: Richard Reynolds - 1PRL <richardt.reynolds@gsa.gov>
To: Kevin Richards <kevin.richards@gsa.gov>, Steven Smith <steven.smith@gsa.gov>, Michael Strobel <mike.strobel@gsa.gov>, Mark Shinto <mark.shinto@gsa.gov>, Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>, Bruce Callard - Pcbg-C <bruce.callard@gsa.gov>, Jim Wojciechowski <(b) (6) watchdogpm.com>, "Nancy O'Connell (LD1)" <nancy.oconnell@gsa.gov>
Message-ID: <CAEb4YgynzA7km4EmVQ9=yuu5FBgMSQPQGzT8=T=e9rHC1g1feQ@mail.gmail.com>
MD5: 83ebc8c0d70e5fb4504e44235ddc5e25
Attachments: Notice of Breach of Lease No. GS-01P-LRI00279.pdf

ALL:

There is a mandatory meeting with Nancy O'Connell's in the GSA Legal Counsel office on Wednesday July 10th starting at 10:00AM. I am attaching a "Notice of Breach of Contract" from the Lessor's attorney. Please read this and be prepared to answer any questions with supporting factual documents relating to anything contained in the Notice as well as the minutes and correspondence with the Lessor. One item I want is did the Lessor provide minutes from last weeks meeting.

Jim I expect that you will call in and I also suggest that the broker be on this call as well. Mark please follow up with the broker.

This is mandatory for all the named parties in this email (excl. Kevin & Steve) and no exceptions are permitted. Any questions, please see me.

Richard T. Reynolds

Supervisor/Team Lead/Contracting Officer

Real Estate Acquisition Division

Leasing Branch (1PRL)

Public Buildings Service

U.S. General Services Administration

10 Causeway Street, Room 1010

Boston, MA 02222

(617)-448-7987

richardt.reynolds@gsa.gov

Subject: ICE - Warwick, RI
Date: Wed, 10 Jul 2019 13:31:17 -0400
From: Richard Reynolds - 1PRL <richardt.reynolds@gsa.gov>
To: Margarita <(b) (6)> ice.dhs.gov>, Steven Smith <steven.smith@gsa.gov>
Message-ID: <CAEb4Ygz-D5ne-STrAi2e8M9GRT7Xhw7xr==XpEkt5go8-Z-V6A@mail.gmail.com>
MD5: 5928c6b65f1782be2ca851fb94beaf02
Attachments: Notice of Breach of Lease No. GS-01P-LRI00279 (1).pdf

Hi Margarita,

I want to let you know that after our last call with the Lessor on June 27th where I stated to the Lessor team that we had multiple problems, the Lessor legal rep sent a Letter on July 3 to me as Contracting Officer making representations that the Government is in Breach of Contract. A copy of the letter is attached for your review.

Today a meeting was held with GSA Legal to discuss this and amny of the aspects of this lease project. GSA Legal will be speaking to the Lessor Legal and we are awaiting their guidance. Currently my team is in the process of investigating the CAD's provided by the Lessor and respond to the information GSA Legal has requested. At this time no communication, meetings, or other action(s) with the Lessor should be occuring until they provide official guidance.

I also want you to know that I will be on vacation starting today and return to the office on July 22. If you have any questions, please reach out to Steven Smith who is copied on this email.

Richard T. Reynolds

Supervisor/Team Lead/Contracting Officer

Real Estate Acquisition Division

Leasing Branch (1PRL)

Public Buildings Service

U.S. General Services Administration

10 Causeway Street, Room 1010

Boston, MA 02222

(b) (6)

richardt.reynolds@gsa.gov

Subject: Fwd: 7RI2043 - ICE Warwick As Builts
Date: Thu, 27 Jun 2019 10:24:59 -0400
From: Keefe Murray - 1PRL <keefe.murray@gsa.gov>
To: Richard Reynolds <richardt.reynolds@gsa.gov>, Bruce Callard - PCBG-C <bruce.callard@gsa.gov>
Message-ID: <CAEDTCGUzr90LLZD16hxd_AUHNArU+H6D0WjFrTiOjnwpreQv=A@mail.gmail.com>
MD5: 8d2d35bbe50406a48a5565748fd52b04
Attachments: Bob Clark- Warwick RI - Existing Conditions Floor Plan.pdf ; Bob Clark- Warwick RI - Existing Conditions Floor Plan.dwg ; Warwick Survey Site Plan-8_30_18 ; Bob Clark- Warwick RI - Parking Lot Plan.pdf

FYI - Floor Plans and DWG files that I received at the beginning of Post Award.

----- Forwarded message -----

From: Richard Mansfield (b) (6) <(b) (6)@gmail.com>
Date: Wed, Jan 30, 2019 at 2:54 PM
Subject: Re: 7RI2043 - ICE Warwick As Builts
To: Jim Wojciechowski <james.wojciechowski@gsa.gov>
Cc: Robert Clark (b) (6) <(b) (6)@comcast.net>, John Clark (b) (6) <(b) (6)@gmail.com>, Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>, Jenkin Cagwin - 1PRL <jenkin.cagwin@gsa.gov>, Mark Shinto - 1PRL <mark.shinto@gsa.gov>

Hi Jim,

Nice speaking with you as well. Here are the available plans.

Talk soon.

Richard

Richard D. Mansfield

Construction Manager

(b) (6)

 [Jefferson Blvd Floor Plan.pdf](#)

On Wed, Jan 30, 2019 at 2:15 PM Jim Wojciechowski <james.wojciechowski@gsa.gov> wrote:

Hi Rich,

It was nice speaking with you earlier. As discussed, can you send over a PDF/CAD of the As-Builts when you get a chance?

Thanks,

Jim Wojciechowski

Watchdog Real Estate Project Management - Broker Contractor for GSA

2218 Race Street, Philadelphia, PA 19103

T 215.625.8550 x 111

c (b) (6)

GSA Email james.wojciechowski@gsa.gov

Watchdog Email (b) (6) watchdogpm.com

--

Thanks,

Keefe Murray
Project Manager

General Services Administration
Region 1 Leasing Division
(b) (6)

Subject: Fwd: 7RI2043 - ICE Warwick, RI - Final Proposal Revision Request & Amendment No. 3 - 443 Jefferson Blvd.
Date: Wed, 10 Jul 2019 10:26:36 -0400
From: MAUREEN PAYTON - Q-C <maureen.ezeike@gsa.gov>
To: Richard Reynolds - 1PRL <richardt.reynolds@gsa.gov>
Message-ID: <CAFZGODFRBrvUi93XFVf+N5zyFjGjMDrPBOye-9_sUP5zRw6qNg@mail.gmail.com>
MD5: 1a5155c02581298b8e77358da01671ac
Attachments: 7RI2043 WARWICK, RI - Amend't 3 (7.9.18).pdf ; 7-17-18_WarwickEXECUTED_Exhibit F. GSA Form 1364, Proposal to Lease Space (2) (3).pdf ; Amenities_7RI2043.pdf ; Bob Clark- Warwick RI - Existing Conditions Floor Plan.dwg ; Bob Clark- Warwick RI - Existing Conditions Floor Plan.pdf ; Exhibit A. 7RI2043 Warwick, RI DHS-ICE - Final - Global Lease L100.pdf ; Exhibit I. GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation.pdf ; JeffersonBlvd_8xLine_BusRoute.pdf ; ParkingPlan_443JeffersonBlvd_7RI2043.png ; StAnniesCreditUnion_WarwickLetter.pdf ; Warwick Energy Star Letter_SIGNED.pdf

Hi Richard,

This is when I first see that we received a CAD drawing from Lessor. It is the existing floor plan.

Thanks much,
Maureen

----- Forwarded message -----

From: John Clark (b) (6) <[REDACTED]@gmail.com>
Date: Tue, Jul 17, 2018 at 4:47 PM
Subject: Re: 7RI2043 - ICE Warwick, RI - Final Proposal Revision Request & Amendment No. 3 - 443 Jefferson Blvd.
To: Maureen PAYTON - Q-C <maureen.ezeike@gsa.gov>
Cc: Robert Clark (b) (6) <[REDACTED]@comcast.net>, Mark Shinto - 1PRL <mark.shinto@gsa.gov>, Lynch, Sean <(b) (6) @am.jll.com>

Good afternoon Maureen,

On behalf of Robert P. Clark of Cape Moraine, LLC, please find attached Best and Final Offer submittal for 443 Jefferson Blvd. Warwick, RI for GSA solicitation 7RI2043. Please confirm receipt whenever convenient. Thank you.

Kind regards,

John Clark
(b) (6)

On Mon, Jul 9, 2018 at 4:34 PM, Maureen PAYTON - Q-C <maureen.ezeike@gsa.gov> wrote:

*Mr. Clark,
Please confirm receipt of this email.*

Attached please find Request for Final Proposal Revision for RLP No. 7RI2043 for the space referenced above.

Please carefully review the letter and submit a revised proposal and Amendment No. 3 no later than 5:00 p.m. Eastern Time, Tuesday, July 17, 2018.

Thanks much,

Maureen

--

Maureen (Ezeike) Payton

Public Institutions
Jones Lang LaSalle
2020 K Street, NW – Suite 1100 | Washington, DC 20006
Tel 202-719-5619

maureen.ezeike@gsa.gov

--

Maureen (Ezeike) Payton

GSA Authorized Representative

Broker Contractor

Jones Lang LaSalle
2020 K Street, NW – Suite 1100 | Washington, DC 20006
Tel 202-719-5619

maureen.ezeike@gsa.gov

.

Subject: FW: 7RI2043 - ICE Warwick Updated CADs
Date: Thu, 27 Jun 2019 22:36:51 +0000
From: "Meoz-Mendez, Margarita" <(b) (6)@ice.dhs.gov>
To: Keefe Murray - 1PRL <keefe.murray@gsa.gov>, "Richard Reynolds (1PRL)" <richardt.reynolds@gsa.gov>, "Bruce Callard (1PRL)" <bruce.callard@gsa.gov>, Jim Wojciechowski <(b) (6)@watchdogpm.com>
Message-ID: <BLOPR0901MB2452280458275763603203C3E1FD0@BLOPR0901MB2452.namprd09.prod.outlook.com>
MD5: e0ba99d0ed23aed07646e9417c3062da
Attachments: WARWICK-ICE-022119 Rev.pdf ; Raith Warwick Survey - 8.23 (FINAL).pdf(s).pdf ; WARWICK-ICE-022119Rev.DWG ; RE- 7RI2043 - ICE Warwick As Builts.eml ; 7RI2043 - ICE Warwick As Builts.eml ; 443 Jefferson Boulevard-Warwick Site Visit.eml

To all,

Sorry, I made a mistake, It was Jim that sent me the files.

Attached previous email and CADD file sent to me back in January 31, 2019 without the delineated area, and I was told it was the entire building.

Then, I got a new CADD file in February 25th, with the delineated area and to start working with the test fit.

I noticed that it was more than we requested and I was told it was fine, and that the additional sqft were rent free from lessor. I have also attached my site visit report.

FYI, this building had it asbestos and it went to a long abatement process.

Do not hesitate to contact me if you have any questions or concerns.

Thank you,

Margarita Meóz-Mendez

MA. NCARB. SAME. Intl. Assoc. AIA.

OAFM Project Manager

Office of Asset and Facilities Management (OAFM)

FMD|OAFM|DHS|ICE

500 12th Street SW. Room # 3145

Washington, DC 20536

O: (b) (6)

C: (b) (6)

From: Jim Wojciechowski <james.wojciechowski@gsa.gov>
Sent: Monday, February 25, 2019 8:52 AM
To: Meoz-Mendez, Margarita <(b) (6)@ice.dhs.gov>
Cc: Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>; Andrew Forbes - 1PRL <andrew.forbes@gsa.gov>
Subject: 7RI2043 - ICE Warwick Updated CADs

Good Morning Margarita,

Please see attached for the updated PDF and CADs which outline ICE's space. I also attached a PDF of the site plan and should have the CAD over to you shortly. Per our new schedule, we will ask that ICE provide the block plan within 15 working days from today which will bring us to 3/15/19.

Thanks,

Jim Wojciechowski

Watchdog Real Estate Project Management - Broker Contractor for GSA

2218 Race Street, Philadelphia, PA 19103

T 215.625.8550 x 111

c (b) (6)

GSA Email james.wojciechowski@gsa.gov

Watchdog Email (b) (6) watchdogpm.com

443 Jefferson – GSA Warwick

Weekly Conference Call

Project #: 7RI2043

Date: Thursday, May 30th 2019

Time: 9:00am EST

Invited Attendees

Name

Email

GSA

Mark Shinto

mark.shinto@gsa.gov

Keefe Murray

keefe.murray@gsa.gov

Jim Wojciechowski

james.wojciechowski@gsa.gov

Bruce Callard

bruce.callard@gsa.gov

DHS

Margarita Meoz-Mendez

(b) (6) [ice.dhs.gov](mailto:(b)(6)@ice.dhs.gov)

Bryan Lewis

(b) (6) [DHS.gov](mailto:(b)(6)@DHS.gov)

Keith Holleran

(b) (6) [ice.dhs.gov](mailto:(b)(6)@ice.dhs.gov)

Marcos Charles

(b) (6) [ice.dhs.gov](mailto:(b)(6)@ice.dhs.gov)

Vance Ely

(b) (6) [ice.dhs.gov](mailto:(b)(6)@ice.dhs.gov)

Theresa Eichhorn

(b) (6) [@ice.dhs.gov](mailto:(b)(6)@ice.dhs.gov)

Lessor

Bob Clark

(b) (6) [@comcast.net](mailto:(b)(6)@comcast.net)

John Clark

(b) (6) [@gmail.com](mailto:(b)(6)@gmail.com)

Richard Mansfield

(b) (6) [@gmail.com](mailto:(b)(6)@gmail.com)

Michael Couture

(b) (6) [@gmail.com](mailto:(b)(6)@gmail.com)

Seth Adams

(b) (6) [@dellbrookjks.com](mailto:(b)(6)@dellbrookjks.com)

Tim Bauchspeis

(b) (6) [@dellbrookjks.com](mailto:(b)(6)@dellbrookjks.com)

Nick Mamaty

(b) (6) [@dellbrookjks.com](mailto:(b)(6)@dellbrookjks.com)

1) 5/30/19 – STATUS OF 35% DID REVIEW

- Mike Couture scheduled to return on 6/15/19
- In Mike's absence, Richard Mansfield indicated he would provide Margarita with CAD file to continue to work through proposed changes and provide to ERO prior to Mike's return
- ERO has not approved latest floor plan, specifically the reception area. Only partially approved until vestibule area revisions are complete
- As of 5/30/19 plan does not qualify as 35% as wall specifications are not included, incomplete review
- Need to confirm proposed changes to 102 & 108 are in accordance with life safety concerns. 102 & 108 doors changed to glass.
- 95% DID submission from lessor extended to 6/21/19.
- 95% DID is commiserate with 30% CD

(b) (4)

(b) (4)

(b) (4)



Post Award Kick Off Meeting Agenda

Date: Tuesday, February 12th, 2019

Time: 3:00pm EST

Project: ICE Warwick, RI

Call-in Number:

(b) (6)

-
- 1) **Objective** – to kick off the post award process, discuss next steps, and define roles and responsibilities
 - 2) **Communication Protocol** - Chain of communication is to be followed to avoid information falling through the cracks. All communication from Lessor or Agency should go directly through Keefe, Mark, Andrew, and Jim. GSA/Watchdog will filter out to the appropriate team member
 - 3) **Design and Construction Process (Sec 4)**
 - DIDs (Government) – ICE to prepare Design Intent Drawings
 - CD Development (Lessor) – 15 working days
 - Review of CDs (Government) – 10 working days
 - TI Pricing Proposal – 15 working days following completion of CD Review
 - Shell (Sec 3)
 - TI (Sec 5.01)
 - BSAC Pricing Proposal – 10 working days following completion of CD Review
 - Negotiation of TI Pricing Proposal – 10 working days
 - No shell items are to be included in the TI pricing
 - Minimum of 2 competitive bids along with backup documentation from subcontractors
 - TICS table in CSI Masterformat
 - Construction – 90 working days
 - 4) **Status of Design Intent Drawings (DIDs)**
 - a. Updates on DID development and/or block plan
 - b. Expected approval/submission date
 - 5) **Other Discussions**
 - a. Security
 - b. Tele/Data
 - c. Furniture

Post Award Meeting Minutes
Agency/Location: ICE – Warwick, RI
Project #: 7RI2043
Meeting Location: Teleconference
Date: Thursday, February 20th, 2019
Time: 3:00 pm EST

(b) (6)

Invited Attendees

| Name | E-mail | |
|-----------------------|-----------------------------|---|
| GSA Team | | |
| Mark Shinto | mark.shinto@gsa.gov | X |
| Keefe Murray | keefe.murray@gsa.gov | X |
| Andrew Forbes | andrew.forbes@gsa.gov | X |
| Jenkin Cagwin | jenkin.cagwin@gsa.gov | |
| Jim Wojciechowski | james.wojciechowski@gsa.gov | X |
| ICE Team | | |
| Margarita Meoz-Mendez | (b) (6)@ice.dhs.gov | X |
| Vance Ely | (b) (6) ice.dhs.gov | X |
| Todd Lyons | (b) (6)@ice.dhs.gov | X |
| Marcos Charles | (b) (6) ice.dhs.gov | X |
| Donald Granahan | (b) (6)@ice.dhs.gov | X |
| Keith Downey | (b) (6)@ice.dhs.gov | X |
| Lessor Team | | |
| Bob Clark | (b) (6)@comcast.net | X |
| John Clark | (b) (6)@gmail.com | X |
| Richard Mansfield | (b) (6)@gmail.com | X |
| Michael Couture | (b) (6)@gmail.com | X |

1) Communication Protocol

- a. All information from Lessor and Agency to be sent directly to GSA. GSA/Watchdog will filter to the appropriate team member
- b. Margarita is the main POC for the Agency and all information should be sent directly to her
- c. Richard will be the main POC for the Lessor

2) Design and Construction Schedule

- a. Current milestone schedule within Section 4 of the Lease will need to be revised. Jim will be updated schedule and provide to GSA/ICE for review and approval
- b. Once GSA and Lessor are in agreement a Lease Amendment will be issued to incorporate the new schedule

3) Design Intent Drawings

- a. ICE will only provide the test fit for the DIDs. The development of the DIDs will be transferred to the Lessor's scope of work
- b. ICE requests an updated CAD of the floor plan outlining the exact space along with column locations. Once received, ICE will take 15 working days to provide the test fit

Post Award Meeting Minutes
Agency/Location: ICE – Warwick, RI
Project #: 7RI2043
Meeting Location: Teleconference
Date: Thursday, April 25th, 2019
Time: 9:00 am EST

(b) (6)

Invited Attendees

| Name | E-mail | |
|-----------------------|-----------------------------|---|
| GSA Team | | |
| Mark Shinto | mark.shinto@gsa.gov | X |
| Keefe Murray | keefe.murray@gsa.gov | |
| Bruce Collard | bruce.callard@gsa.gov | |
| Jim Wojciechowski | james.wojciechowski@gsa.gov | X |
| ICE Team | | |
| Margarita Meoz-Mendez | (b) (6) ice.dhs.gov | |
| Vance Ely | (b) (6) ice.dhs.gov | |
| Todd Lyons | (b) (6) @ice.dhs.gov | |
| Marcos Charles | (b) (6) ice.dhs.gov | |
| Donald Granahan | (b) (6) @ice.dhs.gov | |
| Keith Downey | (b) (6) @ice.dhs.gov | |
| Lessor Team | | |
| Bob Clark | (b) (6) @comcast.net | |
| John Clark | (b) (6) @gmail.com | |
| Richard Mansfield | (b) (6) @gmail.com | X |
| Michael Couture | (b) (6) @gmail.com | X |

1) Design Intent Drawings

- a. Lessor will provide updated floor plan by the next meeting, 5/2/19
- b. If the team agrees with the floor plan the 75% DID development phase will begin

2) Schedule

- a. Schedule will be discussed after review of the updated floor plan

3) Additional Scope Items

- a. Rich hopes to have an answer on the removal of vault, DID responsibility, and electrical room by the end of the week

Post Award Meeting Minutes
Agency/Location: ICE – Warwick, RI
Project #: 7RI2043
Meeting Location: Teleconference
Date: Thursday, May 2nd, 2019
Time: 9:00 am EST

(b) (6)

Invited Attendees

| Name | E-mail | |
|-----------------------|-----------------------------|---|
| GSA Team | | |
| Mark Shinto | mark.shinto@gsa.gov | X |
| Keefe Murray | keefe.murray@gsa.gov | X |
| Bruce Collard | bruce.callard@gsa.gov | X |
| Jim Wojciechowski | james.wojciechowski@gsa.gov | X |
| ICE Team | | |
| Margarita Meoz-Mendez | (b) (6) ice.dhs.gov | X |
| Vance Ely | (b) (6) ice.dhs.gov | |
| Todd Lyons | (b) (6) @ice.dhs.gov | |
| Marcos Charles | (b) (6) ice.dhs.gov | |
| Donald Granahan | (b) (6) @ice.dhs.gov | |
| Keith Downey | (b) (6) @ice.dhs.gov | |
| Lessor Team | | |
| Bob Clark | (b) (6) @comcast.net | X |
| John Clark | (b) (6) @gmail.com | X |
| Richard Mansfield | (b) (6) @gmail.com | X |
| Michael Couture | (b) (6) @gmail.com | X |
| Timothy Bauchspies | (b) (6) .com | X |

1) Design Intent Drawings

- a. Revised layout was provided to the team today. The following was reviewed:
 - i. Entrance
 1. Need to re-work secure reception area to accommodate scanner as well as exit door where guard will be standing
 - ii. Contract Manager's Office
 1. Door will be removed to access ICE space
 - iii. SDDO Offices
 1. Ensure all of these offices have at least one window within room
 - iv. Vending
 1. Margarita will send the specs/pictures for the vending machines
 - v. Men's Restroom/Lockers

1. Michael needs to revisit this area to make a few updates and add door
- vi. Columns
 1. Two columns on line E between 4 & 5 interfere with the workstations. Will need to be pushed off wall about 3". Margarita advised the 3" can be taken out of the corridor above the HSDN if code allows

2) Schedule

- a. 75% DID Development will start on Monday, 5/6/19, and will be due to the Government on 5/28/19
- b. Jim will update schedule and provide to Lessor for review of milestones

3) Additional Scope Items

- a. Rich will provide response on the removal of vault, DID responsibility, and electrical room. In addition, the updated square footage will also be provided for GSA review

7/9/2018

**Amendment Number 3
to Request for Lease Proposals No. 7RI2043
for the Department of Homeland Security – Immigration and Customs Enforcement in Warwick, RI**

The purpose of this Amendment to Request for Lease Proposals (RLP) No. 7RI2043 is to revise the lease term

RLP PARAGRAPH 1.02 C IS HEREBY MODIFIED TO STATE THE FOLLOWING:

C. The Government requires 0 structured/inside parking spaces and 34 surface/outside parking spaces, reserved for the exclusive use of the Government (please provide narrative on ability to accommodate 94 surface/outside parking spaces for privately owned vehicles not be included in lease). These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

-----**END OF RLP CHANGES**-----

This document is now considered to be part of RLP No. 7RI2043.

All respondents to this RLP shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy of this Amendment must be received by 5:00 p.m. Eastern on July 17, 2018. You may email a signed copy of this Amendment to Maureen Payton of JLL at Maureen.ezeike@gsa.gov.

FOR THE OFFEROR

(b) (6)

SIGNATURE

Robert P. Clark

NAME

Cape Moraine LLC - Managing Member

TITLE

7/9/18

DATE

FOR THE GOVERNMENT

(b) (6)

SIGNATURE

Mark S. SHINDO

NAME

LG&S CONTRACTING OFFICER

TITLE

JUL 09 2018

DATE

443 Jefferson – GSA Warwick

Weekly Conference Call

Project #: 7RI2043

Date: Thursday, June 6th 2019

Time: 9:00am EST

Invited Attendees

Name

Email

GSA

Keefe Murray

keefe.murray@gsa.gov

Jim Wojciechowski

james.wojciechowski@gsa.gov

Bruce Callard

bruce.callard@gsa.gov

DHS

None

Lessor

Bob Clark

(b) (6) [@comcast.net](mailto:(b)(6)@comcast.net)

John Clark

(b) (6) [@gmail.com](mailto:(b)(6)@gmail.com)

Richard Mansfield

(b) (6) [@gmail.com](mailto:(b)(6)@gmail.com)

Seth Adams

(b) (6) [dellbrookjks.com](mailto:(b)(6)@dellbrookjks.com)

Tim Bauchspeis

(b) (6) [@dellbrookjks.com](mailto:(b)(6)@dellbrookjks.com)

Nick Mamaty

(b) (6) [@dellbrookjks.com](mailto:(b)(6)@dellbrookjks.com)

1) 6/6/19 – STATUS UPDATE / SPACE PLAN COMMENTS

- Administrative items remain outstanding between GSA and Lessor team
- Lessor Team: Electrical room dimensions need to increase from present 180SF to approximately 400SF to accommodate all panels and infrastructure. Lessor team recommends moving southward, or into the vacant space, to account for this increase and heed ICE's requests not to adjust any of dimensions or layout the abutting spaces to the electrical room
- GSA: Lease will be amended to reflect this increase

- ADA compliance in question for rooms 105, 106 and 152. Will be discussed with Margarita on next call
- Mike Couture, upon his return, will conduct a space check on the CAD drawing to confirm all dimensions are accurate and incorporate latest, requested revisions in his absence
- Lessor team will obtain field measurements of Sally Port appendage at incumbent location with approval from ICE.
- Lavatories in detainee areas must have access panel installed outside the room or on opposite wall to investigate any items that may be flushed
- Updated Site Plan from Lessor requested by GSA

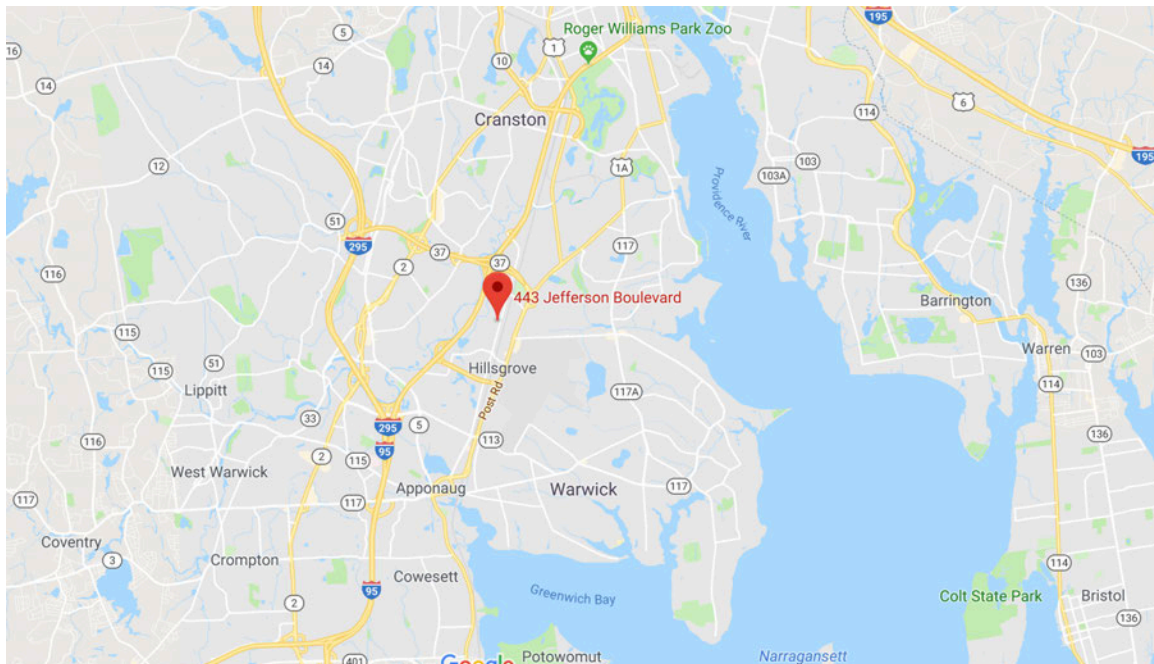
Robert P. Clark
Cape Moraine, LLC
26260 Devonshire Ct.
Unit 101
Bonita Springs, FL 34134

(b) (6) @comcast.net

Request for Final Offer Proposals – 7RI2043

3. Amenities – per RLP Para. 3.06Q

443 Jefferson Blvd. is conveniently located just minutes off of I-95 in Warwick and situated less than a 1/2-mile from T.F. Green International Airport. The property is close to various retail uses with 15+ restaurants located within ½-mile on Route 1 (Post Rd.) which runs parallel to Jefferson Blvd. Larger retail stores such as Walmart, CVS and Rite Aid are located 1-2 miles drive from the property. The Rhode Island Public Transit Authority (RIPTA) 8x Bus Line services Jefferson Blvd. and the surrounding area with multiple bus stops on either side of Jefferson Blvd. within ½ mile of the property (see attached bus map).





Less than ½ mile

T.F. Green Intl. Airport
D'Angelo Grilled Sandwiches
Legal Sea Foods
IHOP
Chipotle
Dunkin Donuts
Cumberland Farms
Bertuccis
Wendy's
Honey Dew Donuts
Burger King
Sunoco Gas Station
Walt's Roast Beef
Grid Iron Ale House & Grille

1-2 miles

Walmart
CVS
Rite Aid

2-4 miles

Warwick Mall
Rhode Island Mile
Lowe's
Target



GSA New England Region

November 29, 2018

via electronic transmission and CRRR

Mr. Robert Clark
Managing Member
Cape Moraine LLC
26260 Devonshire Court
Unit 101
Bonita Springs, FL 34314

Subject: GS-01P-LRI00279
Warwick RI

Dear Mr. Clark:

A protest concerning the award of this contract to your firm has been filed at the Government Accountability Office (GAO) by VAS Realty, LLC. As a result of this protest, and in accordance with 31 U.S.C. §3553(d)(3) and 48 C.F.R. §33.104(c), you are directed to immediately suspend performance including any related activities that may result in additional obligations being incurred by the Government.

You should feel free to contact GAO directly regarding any questions you may have regarding the protest and how you may participate in the protest proceedings, should you choose to do so.

You should also feel free to contact me should you have any questions. I may be reached at (617) 565-7250.

Sincerely,

(b) (6)

Michael Strobel
Lease Acquisition Officer, LCO
Real Estate Acquisition Division
Public Buildings Service
New England Region

Cc: Nancy E. O'Connell, Esq., GSA Regional Counsel
Kevin Richards, Director, GSA Real Estate Acquisition Division

U.S. General Services Administration
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
www.gsa.gov

Post Award Meeting Minutes
Agency/Location: ICE – Warwick, RI
Project #: 7RI2043
Meeting Location: Teleconference
Date: Thursday, February 20th, 2019
Time: 3:00 pm EST

(b) (6)

Invited Attendees

| Name | E-mail | |
|-----------------------|-----------------------------|---|
| GSA Team | | |
| Mark Shinto | mark.shinto@gsa.gov | X |
| Keefe Murray | keefe.murray@gsa.gov | X |
| Andrew Forbes | andrew.forbes@gsa.gov | X |
| Jenkin Cagwin | jenkin.cagwin@gsa.gov | |
| Jim Wojciechowski | james.wojciechowski@gsa.gov | X |
| ICE Team | | |
| Margarita Meoz-Mendez | (b) (6)@ice.dhs.gov | X |
| Vance Ely | (b) (6)@ice.dhs.gov | X |
| Todd Lyons | (b) (6)@ice.dhs.gov | X |
| Marcos Charles | (b) (6)@ice.dhs.gov | X |
| Donald Granahan | (b) (6)@ice.dhs.gov | X |
| Keith Downey | (b) (6)@ice.dhs.gov | X |
| Lessor Team | | |
| Bob Clark | (b) (6)@comcast.net | X |
| John Clark | (b) (6)@gmail.com | X |
| Richard Mansfield | (b) (6)@gmail.com | X |
| Michael Couture | (b) (6)@gmail.com | X |

1) Communication Protocol

- a. All information from Lessor and Agency to be sent directly to GSA. GSA/Watchdog will filter to the appropriate team member
- b. Margarita is the main POC for the Agency and all information should be sent directly to her
- c. Richard will be the main POC for the Lessor

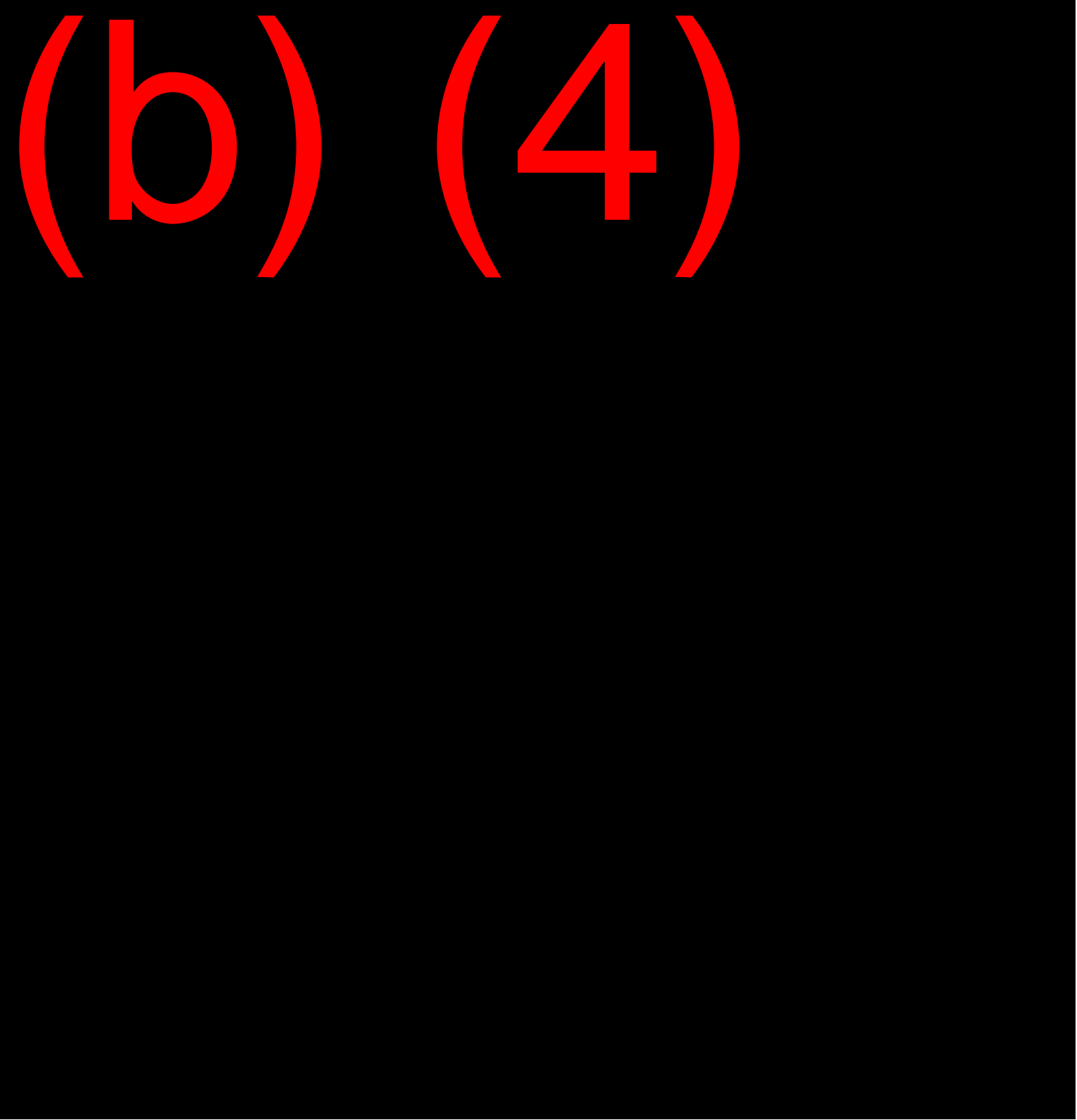
2) Design and Construction Schedule

- a. Current milestone schedule within Section 4 of the Lease will need to be revised. Jim will be updated schedule and provide to GSA/ICE for review and approval
- b. Once GSA and Lessor are in agreement a Lease Amendment will be issued to incorporate the new schedule

3) Design Intent Drawings

- a. ICE will only provide the test fit for the DIDs. The development of the DIDs will be transferred to the Lessor's scope of work
- b. ICE requests an updated CAD of the floor plan outlining the exact space along with column locations. Once received, ICE will take 15 working days to provide the test fit

(b) (4)





John Clark <johnclarkev@gmail.com>

Lease - LRI00279 - ICE in Warwick, RI**Richard Reynolds - 1PRL** <richardt.reynolds@gsa.gov>

Thu, Jun 13, 2019 at 5:56 PM

To: John Clark (b) (6) @gmail.com, Bob Clark (b) (6) @comcast.net, (b) (6) @gmail.com, Steven Smith <steven.smi h@gsa.gov>, "Nancy O'Connell (LD1)" <nancy.oconnell@gsa.gov>, Mark Shinto <mark.shinto@gsa.gov>, Bruce Callard - PCBG-C <bruce.callard@gsa.gov>, Keefe Murray - 1PSM-C <keefe.murray@gsa.gov>, Jim Wojciechowski (b) (6) @watchdogpm.com

Mr. Robert Clark & Mr. John Clark:

As of this date, I have assumed the responsibilities of the Lease Contracting Officer (LCO) for Lease LRI 00279, ICE, Warwick RI (the Lease). Please be advised that as of this date any and all Government decisions and/or approvals for anything related to the Lease must come solely from me and all shall be in writing. With that said I have read some emails and had some internal discussions relating to this Lease project that are of concern. The items I am aware of at this time are as follows:

1) Broker Commission - Per paragraph 1.04 of the Lease a broker commission payable to the GSA broker is past due and remains unpaid. In response to your email of June 13, 2019 to Mark Shinto, your request for relief or whatever you are seeking should be made directly to the broker and not the Government. In addition, I want to remind you that the Broker Commission is a Lease requirement and must be performed.

2) Shell comments - The Shell requirements are defined in the Lease. It is my understanding from GSA colleagues previously working on this project that you, as Lessor, may be of the opinion that the Government has requested changes to the Lease Shell requirements. If you are asserting that the Government is mandating any changes to the Shell requirements as presently stated in the Lease, please provide a copy of any documentation received from the Government which addresses the scope of Shell changes together with the Contracting Officer's written request/approval for same. Please be aware that at this time, as the LCO for the Lease, it is my position that the Government is not requiring, approving or anticipating any changes to the Lease Shell requirements. And should there be any such a request, it will be made in writing and signed by the LCO. I point out that we are only now in the Design Phase for the demised space.

3) Additional Deliverables - Per Lease Paragraph 2.10.B:

"within 30 days after lease award, the Lessor shall provide to the Lease Contracting Officer evidence of:

1. A firm Commitment of Funds in an amount sufficient to perform the work.
2. The names of at least 2 proposed construction contractors, as well as evidence of the contractors experience competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state of Rhode Island from the individual(s) and or firm(s) providing architectural and engineering design services."

None of the above-stated requirements has been received by the Government. Please provide all of the same on or before June 21, 2019.

4) I have been made aware that you have made a request for some type of assurance to be provided to your lender regarding the Government's ability to pay for the Tenant Improvements it negotiates. The Lease is very clear about payments for Tenant Improvements. The Tenant Improvement Allowance and Building Specific Amortized Capital (BSAC) shall be paid in the rent per the terms of the Lease and any overage above those costs that is the obligation of the Government will be reimbursed by the Government by lump sum payment. This is also plainly stated in the Lease. That said, I am unclear as to why a lender would need some further assurance regarding the Government's commitment to pay for the TI it negotiates.

Please be assured that the Government will conform to the terms of the Lease and expects that the Lessor will do the same.

While all provisions of the Lease are important, I do want to remind you particularly of these additional Lessor commitments/obligations as incorporated into the Lease:

- 1.18 Building Improvements
- 2.05 Payment of Broker
- 3.02 Work Performance
- 3.03 Environmentally Preferable Product Requirements
- 3.05 Construction Waste Management
- 3.08 Building Shell Requirements
- 3.09 Responsibility of Lessor and Lessor's Architect/Engineer
- 3.10 Quality and Appearance of Building
- 3.14 Fire Alarm System
- 3.15 Energy Independence and Security Act
- 3.19 Demolition
- 3.20 Accessibility
- 3.22 Exterior and Common Area Doors and Hardware
- 3.32 Mechanical, Electrical, Plumbing: General
- 3.33 Building Systems
- 3.34 Electrical
- 3.36 Plumbing
- 3.37 Drinking Fountains
- 3.38 Restrooms
- 3.41 Heating, Ventilation and Air Conditioning
- 4.02 Construction Documents
- 4.03 Tenant Improvement Price Proposal

A. Any work shown on the CD's that is required to be included in the building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI Price Proposal.

- 4.15 Lessor's Project Management Fee
- 6.21 Safeguarding and Dissemination of Sensitive but Unclassified (SBU) Building Info
- 6.23 Radon in Air
- 6.24 Radon in Water

General Clause 42.52.215-12, Subcontractor Certified Cost or Pricing Data

I look forward to working with you on this Lease project. I am happy to have a call to discuss the above or any other issues, or if you prefer email, please let me know.

Richard T. Reynolds
Supervisor/Team Lead/Contracting Officer
Real Estate Acquisition Division
Leasing Branch (1PRL)
Public Buildings Service
U.S. General Services Administration
10 Causeway Street, Room 1010
Boston, MA 02222

(617)-448-7987
richardt.reynolds@gsa.gov

(b) (4)

(b) (4)

(b) (4)

(b) (5), (b) (7)(F)

[REDACTED]

| | |
|---|--|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 1 |
| ADDRESS OF PREMISES 443 Jefferson Blvd Warwick, RI 02886 | TO LEASE NO. GS-01P-LRI00279 PDN Number: N/A |

THIS AMENDMENT is made and entered into between

Cape Moraine, LLC

whose address is:

**26260 Devonshire Ct Unit 101
Bonita Springs, FL 34134**

hereinafter called the Lessor,

and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the Government has delayed production and delivery of the Design Intent Drawings by eight months; and

WHEREAS, the Government has dramatically increased the scope of work contemplated by the Lease; and

WHEREAS, because of the Government's changes and delays, the Lessor now requires certain guarantees from the Government in order to complete design and construction of the Premises;

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

- Government Delay.** As of the date of this Lease Amendment, the Government acknowledges that it is responsible for substantial delay. Accordingly, Paragraph 4.13 Liquidated Damages (JUN 2012) is deleted in its entirety from the Lease.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: Richard T. Reynolds
 Title: Lease Contracting Officer
 General Services Administration,
 Public Buildings Service
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

2. **Shell Credit.** In fulfillment of Lessor's obligation pursuant to the terms of Lease, including, but not limited to those in Section 3 of the Lease, the Lessor agrees to provide to the Government a cash contribution in the amount of \$1.7 million (a "Shell Credit") to complete the Lessor's Building Shell requirements. The provision of this Shell Credit shall be in addition to the Tenant Improvement Allowance ("TIA") and Building Specific Amortized Capital ("BSAC"), as set forth in Section 1.03 of the Lease. With the provision of this Shell Credit, any and all improvements required by the Government under the terms of the Lease shall be construed to be Tenant Improvements and Lessor shall be deemed to have fully satisfied its Shell Building obligations under the Lease. Additionally, notwithstanding any other provision of the Lease, including, but not limited to Sections 1.08 and 1.11 of the Lease, any costs in excess of the aggregate amount of the TIA, BSAC and Shell Credit required to complete the Government mandated scope of work shall be satisfied by with a lump sum payment from the Government to the Lessor within 30 days of the Government's acceptance of the work as substantially complete.
3. **Commitment of Funds.** The Government acknowledges that it has changed its requirements to such a degree that the required Tenant Improvements are likely to substantially exceed the TIA and BSAC by several million dollars. The Government commits to full payment for all funds expended by the Lessor in excess of the aggregate of the TIA, BSAC and Shell Credit to complete the final Government approved scope of work.
4. **Lessor-Provided DIDs.** Paragraph 4.01 A "Government Provided Design Intent Drawings (DIDs)" and Paragraph 4.01 B "DIDs" are hereby deleted in their entirety and replaced with the following:

4.01 A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than XX Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within XX Working Days of the Government's request.

4.01 B DIDs For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1:


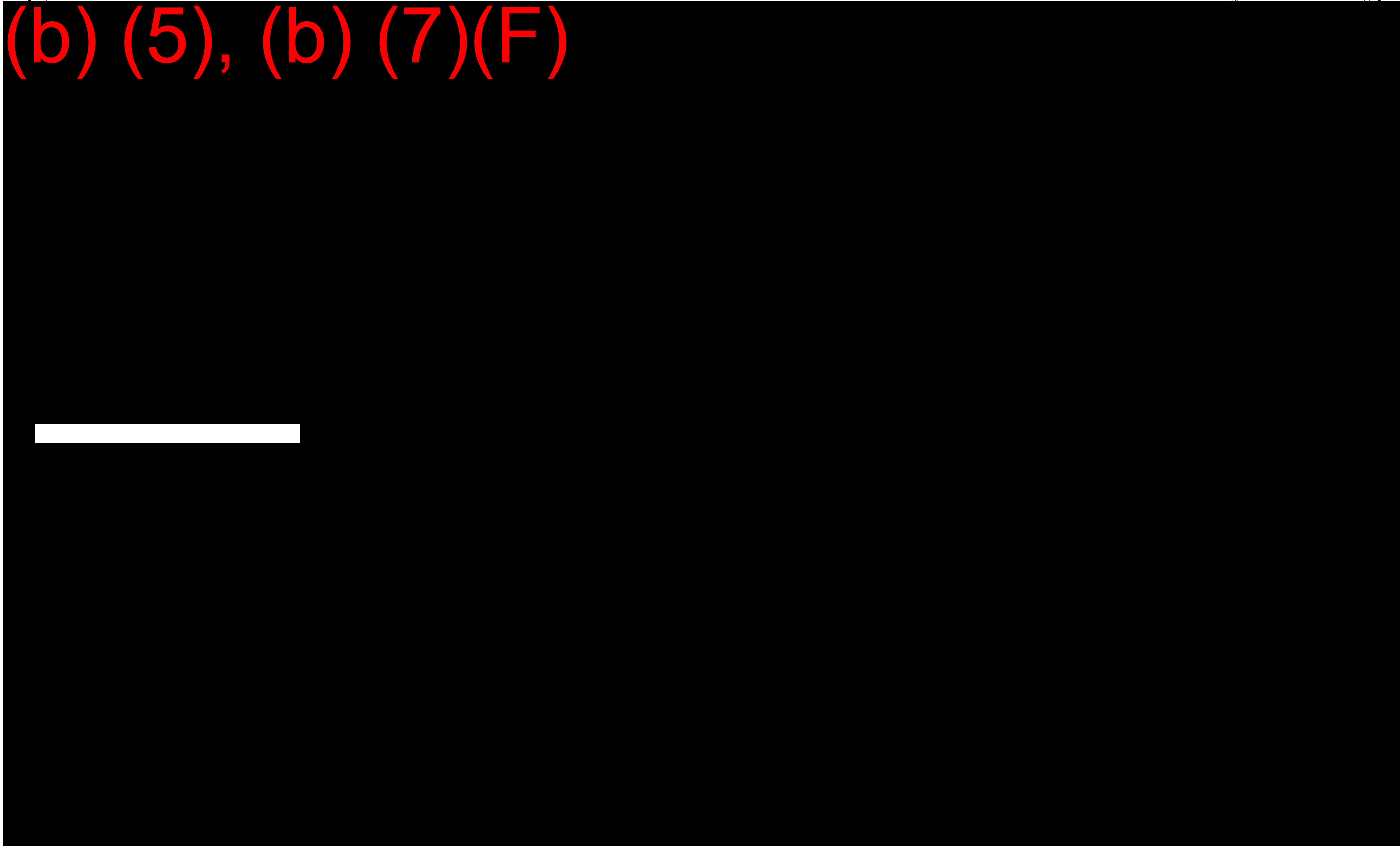
1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 :

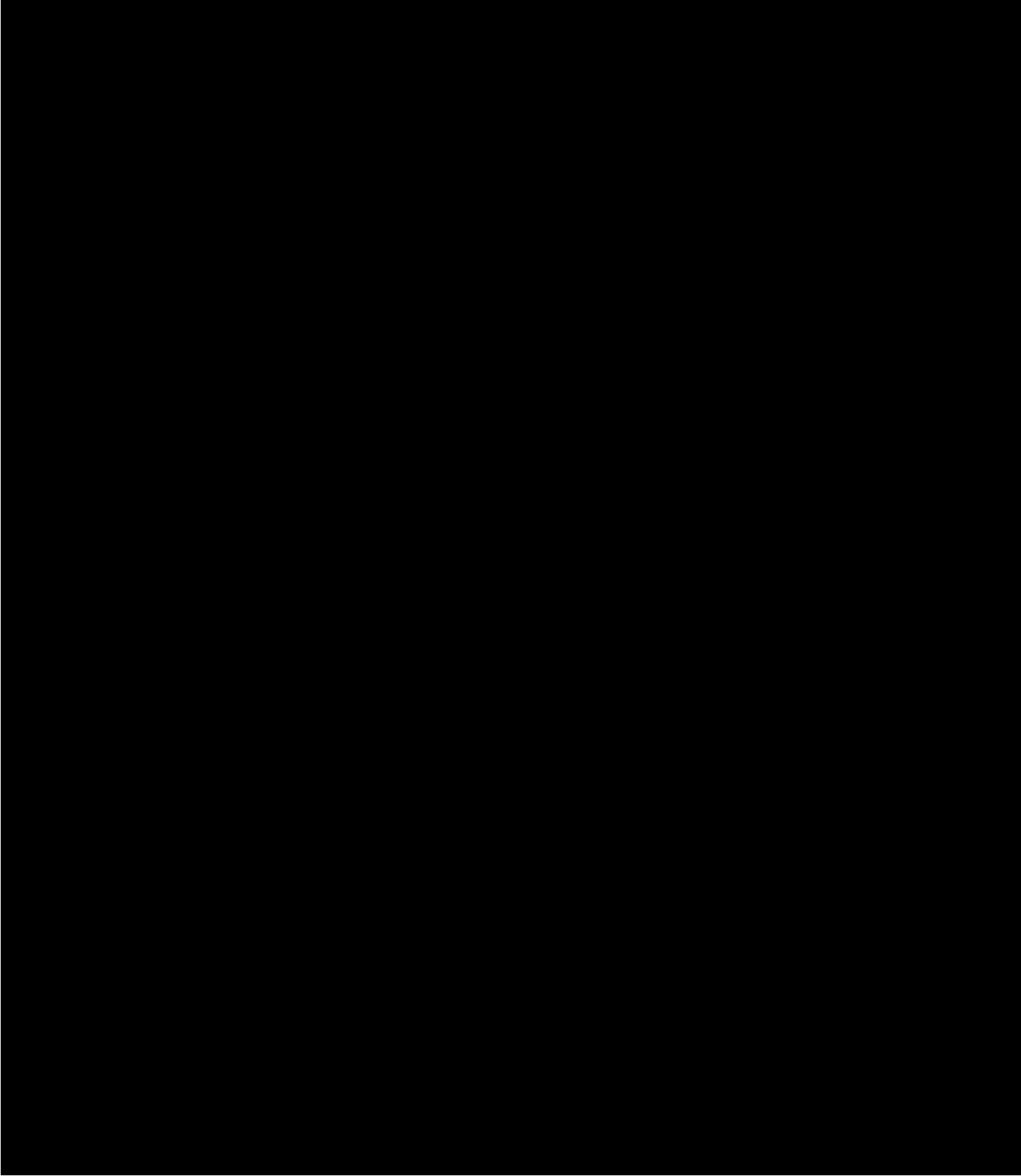
1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

5. **4.01 C. Government review and approval of Lessor-provided DIDs:** DID approval not later than 10 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.
6. **Schedule:** The schedule as established in section 4.01 "Schedule for Completion of Space" paragraphs "D", "E", "F", "G", "H", and "I" shall apply upon approval of the DIDs.
7. **Architectural Fee:** The Lessor and Government agree that the total fee for all Architectural services for Level II DIDs and full Construction Documents, inclusive of all Structural, Mechanical, Plumbing, and Electrical Engineering services, is \$200,000.00 (two hundred thousand dollars) and shall be paid by the Government to the Lessor in addition to the lump sum payment as set forth in paragraph 2 above.
8. **Mutual Release.** Upon execution of this Lease Amendment by the Parties, the Parties agree to release and hold harmless the other Party to the Lease for any and all breach claims arising out of or related to the Government's changes and delays. Notwithstanding anything to the contrary in this Lease Amendment, this release shall not impact the Government's obligation to reimburse the Lessor for all costs stemming from tenant improvement costs and changes to the shell requirements that shall be addressed in the Government's Notice to Proceed.

(b) (5), (b) (7)(F)



(b) (5), (b) (7)(F)





INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L100, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on Offeror's submitted GSA Lease Proposal Form 1364, (hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Lessor's Name

(Lessor), whose principal place of business is [ADDRESS], and whose interest in the Property described herein is that of Fee Owner, and
The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

[Address]

and more fully described in Section 1 and Exhibit **XX**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

X Years, X Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Name: _____
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **XX**.

A. Office and Related Space: **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space and an additional **XX** RSF, yielding **XX** ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total **XX** RSF/**XX** ABOA SF indicated above, for a total of **XX** RSF (yielding **XX** ABOA SF), located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **XX**. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **XX** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **XX** parking spaces as depicted on the plan attached hereto as Exhibit **XX**, reserved for the exclusive use of the Government, of which **XX** shall be structured/inside parking spaces, and **XX** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2016)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | FIRM TERM | NON FIRM TERM |
|---|---------------|---------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$XXX,XXX.XX | \$XXX,XXX.XX |
| OPERATING COSTS ² | \$ XXX,XXX.XX | \$ XXX,XXX.XX |
| TENANT IMPROVEMENTS RENT ³ | \$ XXX,XXX.XX | \$0.00 |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | \$ XXX,XXX.XX | \$0.00 |
| PARKING ⁵ | \$ XXX,XXX.XX | \$ XXX,XXX.XX |
| TOTAL ANNUAL RENT | \$XXX,XXX.XX | \$XXX,XXX.XX |

¹Shell rent calculation:

(Firm Term) **XX** per RSF multiplied by the RSF stated under Paragraph 1.01

(Non-Firm Term) **XX** per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs rent calculation: **XX** per RSF multiplied by the RSF stated under Paragraph 1.01

³Tenant Improvements of **XX** are amortized at a rate of **X** percent per annum over **XX** years.

⁴Building Specific Amortized Capital (BSAC) of **XX** are amortized at a rate of **X** percent per annum over **XX** years

⁵Parking costs described under sub-paragraph I below

B. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **XX** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

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D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. INTENTIONALLY DELETED

J. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first **XX (X)** months of the Lease. Therefore, the first **XX (X)** months of the Lease shall be provided at no cost to the Government.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. **Jones Lang LaSalle Americas, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is **\$XX** and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only **\$XX** of the Commission will be payable to **Jones Lang LaSalle Americas, Inc.** with the remaining **\$XX**, which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month **X** Rental Payment **\$XX,XXX** minus prorated Commission Credit of **\$XX,XXX** equals **\$XX,XXX** adjusted **Xth** Month's Rent.*

Month **X** Rental Payment **\$XX,XXX** minus prorated Commission Credit of **\$XX,XXX** equals **\$XX,XXX** adjusted **Xth** Month's Rent.*

Month **X** Rental Payment **\$XX,XXX** minus prorated Commission Credit of **\$XX,XXX** equals **\$XX,XXX** adjusted **Xth** Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than **XX** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)

The following documents are attached to and made part of the Lease:

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| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|--|--------------|---------|
| FLOOR PLAN(S) | | |
| PARKING PLAN(S) | | |
| AGENCY REQUIREMENTS | | |
| SECURITY REQUIREMENTS | | |
| SECURITY UNIT PRICE LIST | | |
| GSA FORM 3517B GENERAL CLAUSES | | |
| GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY) | | |
| SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT | | |
| SMALL BUSINESS SUBCONTRACTING PLAN | | |
| DOL Wage Determination | | |
| REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) X | | |

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$XX.XX** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **X** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

| | INITIAL BUILD-OUT |
|--|--------------------|
| ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS) | \$XX OR XX% |
| LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS) | XX% |

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **\$XX.XX** per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of **X** percent.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for

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the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

- C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:
1. Reduce the security countermeasure requirements;
 2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
 3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **XX** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **XX** RSF by the total Building space of **XX** RSF. The tax parcel number is **XX**.

1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$XX**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$XX.XX** per RSF.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$XX.XX** per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$X.XX** per hour per zone
- No. of zones: **X**
- **\$ X.XX** per hour for the entire Space.

B. There is no overtime charge during the following weekend hours:

Saturday: **X** AM through **X** PM

Sunday: **X** AM through **X** PM.

1.17 24-HOUR HVAC REQUIREMENT (OCT 2016)

A. **XXX** ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as **XXX** BTU. The temperature of this room shall be maintained at **XX** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

B. The 24 hour cooling service shall be provided by the Lessor at an annual rate of **\$X.XX** per ABOA SF of the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.

C. The Lessor shall submit monthly invoices, in arrears, for this cost to the LCO or the LCO's designated representative at the address below:

D. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

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1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. _____
- B. _____
- C. _____

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

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SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

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2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2016)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing

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the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. .

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2016)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

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- C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

- A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.
- B. Within 30 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:
1. A firm commitment of funds in an amount sufficient to perform the work.
 2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
- C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.
- D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:
1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
 2. Issuance of required permits for construction of the TIs.

2.11 RELOCATION ASSISTANCE ACT (APR 2014) INTENTIONALLY DELETED

(b) (6)

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at <HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR>.

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work
- 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination—Debarment
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2016)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease (e.g., Plumbing Fixtures: Water Conservation).

B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting one of the below environmentally preferable criteria when such products are available. The Lessor can consult the Green Procurement Compilation at <WWW.SFTOOL.GOV/GREENPROCUREMENT> to determine whether any of these criteria are applicable for a product category.

1. BioPreferred (biobased) products
2. Energy Star products
3. EPA Comprehensive Procurement Guideline designated (recycled content) products
4. EPA Safer Choice labeled products
5. FEMP-designated energy efficient products
6. SNAP (Significant New Alternative Policy) substances
7. WaterSense or other water efficient products

C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.
3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

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B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (SEP 2015)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (OCT 2016)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html).

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (OCT 2016)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the South Coast Air Quality Management District standards for VOC limits for applicable product types

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[[HTTP://WWW.AQMD.GOV/HOME/REGULATIONS/COMPLIANCE/VOCS/RULES](http://www.aqmd.gov/home/regulations/compliance/vocs/rules)] as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.11 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

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- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.14 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

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- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.16 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.17 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.18 FLAGPOLE (SEP 2013)

(b) (6)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.19 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.20 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.21 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. INTENTIONALLY DELETED

3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.23 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.24 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

(b) (6)

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.25 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.26 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.28 WALL FINISHES – SHELL (SEP 2015)

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.29 PAINTING – SHELL (JUN 2012)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.30 FLOORS AND FLOOR LOAD (APR 2015)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.
- C. INTENTIONALLY DELETED

3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

(b) (6)

- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.
- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.33 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.34 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.35 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.36 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.37 DRINKING FOUNTAINS (OCT 2016)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.38 RESTROOMS (OCT 2016)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

| ESTIMATED NUMBER OF EACH GENDER PER FLOOR | | | (WOMEN'S) WATER CLOSETS | (WOMEN'S) SINKS | (MEN'S) WATER CLOSETS | (MEN'S) URINALS | (MEN'S) SINKS |
|--|----|-----|-------------------------------|--------------------|-----------------------------|--------------------|------------------|
| 1 | to | 8 | 2 | 1 | 1 | 1 | 1 |
| 9 | to | 24 | 3 | 2 | 2 | 1 | 1 |
| 25 | to | 36 | 3 | 2 | 2 | 1 | 2 |
| 37 | to | 56 | 5 | 3 | 3 | 2 | 2 |
| 57 | to | 75 | 6 | 4 | 4 | 2 | 2 |
| 76 | to | 96 | 6 | 5 | 4 | 2 | 3 |
| 97 | to | 119 | 7 | 5 | 5 | 2 | 3 |
| 120 | to | 134 | 9 | 5 | 6 | 3 | 4 |
| Above 135 | | | 3/40 | 1/24 | 1/20 | 1/40 | 1/30 |

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.40 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

(b) (6)

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

(b) (6)

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. **BUILDING PERIMETER:**

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

D. **Testing.** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.46 SECURITY FOR NEW CONSTRUCTION (NOV 2005) INTENTIONALLY DELETED

3.47 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED

3.48 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED

3.49 GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED

3.50 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED

3.51 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2016)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials,

(b) (6)

paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA)

vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.52 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.53 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS—LEASE (SEP 2014) INTENTIONALLY DELETED~~

3.54 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS—LEASE (SEP 2014) INTENTIONALLY DELETED~~

3.55 ~~DESIGN EXCELLENCE—LEASE (OCT 2016) INTENTIONALLY DELETED~~

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SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2016)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Government-Provided Design Intent Drawings (DIDs): The Government shall prepare and provide to the Lessor the Government's approved DIDs based upon the base Building documents provided by the Lessor as required in the paragraph titled "Documents Incorporated in the Lease" paragraph of this Lease. These DIDs will detail the TIs to be made by the Lessor within the Space. DIDs shall be due to the Lessor within **15** Working Days from award.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space which reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

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D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **15** Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **10** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have **10** Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **15** Working Days following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within **10** Working Days following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **10** Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **90** Working days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

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B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (OCT 2016)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.

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- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 2. A description of how commissioning requirements will be met and confirmed.
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- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **5** Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **5** Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **5** Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.
- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

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4.12 AS-BUILT DRAWINGS (JUN 2012)

Not later than **30** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages **in the amount of one day's rent** for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.14 SEISMIC RETROFIT (SEP 2013)

The following requirements apply to Leases requiring seismic retrofit:

- A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.
- B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).
- C. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E - Certificate Of Seismic Compliance - Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the LCO.

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

- 1. Legal fees
- 2. Travel costs
- 3. Insurance
- 4. Home office overhead and other indirect costs
- 5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
- 6. Municipal, county, or state fees (not related to sales tax)
- 7. TI proposal preparation costs
- 8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

- 1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
- 2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
- 3. Conduct and document design and construction project meetings;
- 4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
- 5. Maintain Request for Information (RFI), submittal, and change order logs; and
- 6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

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SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015) INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.

b. Construction. Any draperies to be newly installed shall be made as follows:

- i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
- ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
- iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
- iv. Three-fold pinch pleats;
- v. Safety stitched intermediate seams;
- vi. Matched patterns;
- vii. Tacked corners; and,
- viii. No raw edges or exposed seams.

c. Use of existing draperies must be approved by the Government.

5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.06 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high

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security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING – TI (SEP 2013)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per liter (g/L).
 - b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L.
7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS (APR 2015)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

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C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials. Recycled content must be at least 10% post-consumer recovered content.

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

| Space Definition | Traffic Classification | TARR Classification |
|--|------------------------|---------------------|
| Private Offices | Moderate | ≥ 3.0 TARR |
| Training, conference, courtrooms, etc. | Heavy | ≥ 3.0 TARR |
| Open Office, cafeteria, corridors, lobbies | Severe | ≥ 3.5 TARR |

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as **7:00** AM to **6:00** PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2014) INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2016)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. **XXX** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as **XX** BTU per hour. The temperature of this room shall be maintained at **XX** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

6.06 OVERTIME HVAC USAGE (JUN 2012)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

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C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove

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excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every **5** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **10** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#) and [M-11-11](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be

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notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2016)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)

C. INTENTIONALLY DELETED

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

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B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

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E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

6.22 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.24 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2016)

A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

C. Following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001). Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

(b) (6)

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level III attached to this Lease.

7.02 ~~MODIFIED LEASE PARAGRAPHS (OCT 2016)~~ INTENTIONALLY DELETED

(b) (6)

RELEASE

FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6th floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6th floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

Fundamental Code Requirements

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
- b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
- c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
- d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

RELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement". Part A is applicable to offered space located below the 6th floor of the building.

I. BUILDING ADDRESS

Building Name: ICE - Warwick
 Building Address: 443 Jefferson Blvd.
 City: Warwick
 State: RI
 9-Digit Zip Code:

II. GENERAL BUILDING INFORMATION

a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:

| | | | | | | |
|-------------------|--------|--|--|--|--|--|
| Floor | 1 | | | | | |
| Sq. Ft. Per Floor | 43,622 | | | | | |

b. Identify the total number of floors in the building starting at the street floor: 1

c. Identify the total number of floors in the building below the street floor: 0

d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building: 1

III. OTHER USES IN BUILDING (Check All That Apply)

☐ Restaurants
 ☐ Laboratories
 ☐ Storage
 ☐ Retail
 ☐ Parking Garage
 ☐ Other (list)

IV. AUTOMATIC FIRE SPRINKLER SYSTEM

| Please Check YES, NO, or N/A to the following questions: | YES | NO | N/A |
|--|-----|----|-----|
| a. Is an automatic fire sprinkler system installed throughout the building? | X | | |
| b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> ? | X | | |

V. FIRE ALARM SYSTEM

| Please Check YES, NO, N/A to the following questions: | YES | NO | N/A |
|--|-----|----|-----|
| a. Is a fire alarm system installed in the building? | X | | |
| b. Is an emergency voice/alarm communication system installed in the building? | X | | |
| c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building? | X | | |
| d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building? | X | | |
| e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old? | | X | |
| f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station? | X | | |
| g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm and Signaling Code</i> ? | X | | |

RELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

VI. EXIT SIGNS & EMERGENCY LIGHTING

| Please Check YES, NO, or N/A to the following questions: | YES | NO | N/A |
|---|-----|----|-----|
| a. Are exit signs installed in the paths of egress travel to the exit stairs or exits? | X | | |
| b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits? | X | | |
| c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system? | X | | |

VII. ELEVATORS

| Please Check YES, NO, or N/A to the following questions: | YES | NO | N/A |
|---|-----|----|-----|
| Are elevators installed in the building? | | X | |
| If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system? | | | |
| If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms? | | | |

VIII. ADDITIONAL INFORMATION

OFFEROR'S STATEMENT

I hereby attest that the above information is complete and accurate to the best of my knowledge.

Signature: (b) (6) Date: 7/17/18

Printed Name: Robert P. Clark

Title: Managing Member

Name of Firm: Cape Moraine, LLC

(b) (6)

RELEASE

FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART B

The Offeror's professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes a walk-through of the building and the review of the preventive maintenance records of the building's fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).

NOTES:

- a. The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.
- b. Upon completion of Part B, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."
- c. Upon completion of Part B, the Offeror must sign and date the "Offeror's Statement of Correction."
- d. The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.

The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building.

1. General Information.

- a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
- b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
- c. Identify the number of floors in the building (above and below grade).
- d. Identify the approximate gross square footage per floor in the building.
- e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
- f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
- g. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.

2. Occupancy Classifications.

- a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.

3. Building Construction.

- a. Identify the building construction type.

4. Vertical Openings.

- a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, hoistways for elevators, escalators, and shafts.
- b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.

5. Means of Egress.

- a. Identify the number of enclosed exit stairs on each floor of the building.
- b. For each exit stair, describe:
 - i. The clear width of each stair tread and location of measurement.
 - ii. The egress capacity of each exit stair.
 - iii. The location of where each exit stair discharges.
 - iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provide

(b) (6)

RELEASE

FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

- v. Any penetrations into and openings through each exit stair enclosure assembly.
 - vi. Any headroom obstruction within each exit stair enclosure.
 - vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
 - viii. The exit stair remoteness arrangement.
 - ix. Identify and describe if all exit stair doors are self-closing and self-latching.
 - c. Identify and describe all exit doors that do not swing in the direction of exit travel.
 - d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.
 - e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.
 - f. Identify by location and describe any concern regarding the exit signage within the building.
 - g. Describe the building's emergency lighting system.
 - h. Identify and describe if emergency power is provided within the building.
 - i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.
6. Automatic Fire Suppression Systems.
- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.
 - b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.
 - c. Identify and describe any other fire suppression systems installed within the building.
 - d. Identify and describe the types of standpipes installed in the building.
 - e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.
7. Fire Alarm System.
- a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.
 - b. Describe if the fire alarm system automatically notifies the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
 - c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities.
 - d. Describe if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.
8. Elevators.
- a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction.
 - b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements.
 - c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements.
 - d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week.

(b) (6)

RELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

STATEMENT OF FIRE PROTECTION ENGINEER

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature: _____ Date: _____

Printed Name: _____

Name of Firm: _____ Phone #: _____ () - _____

License Number: _____

Stamp Here:

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

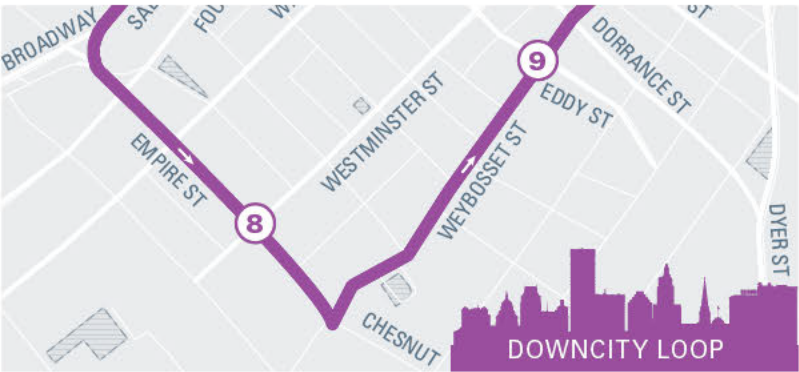
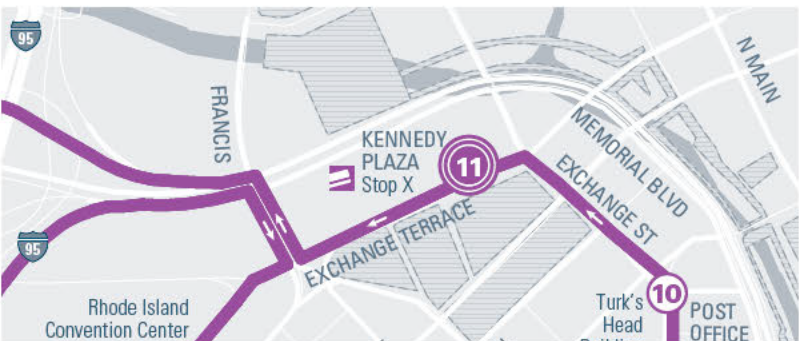
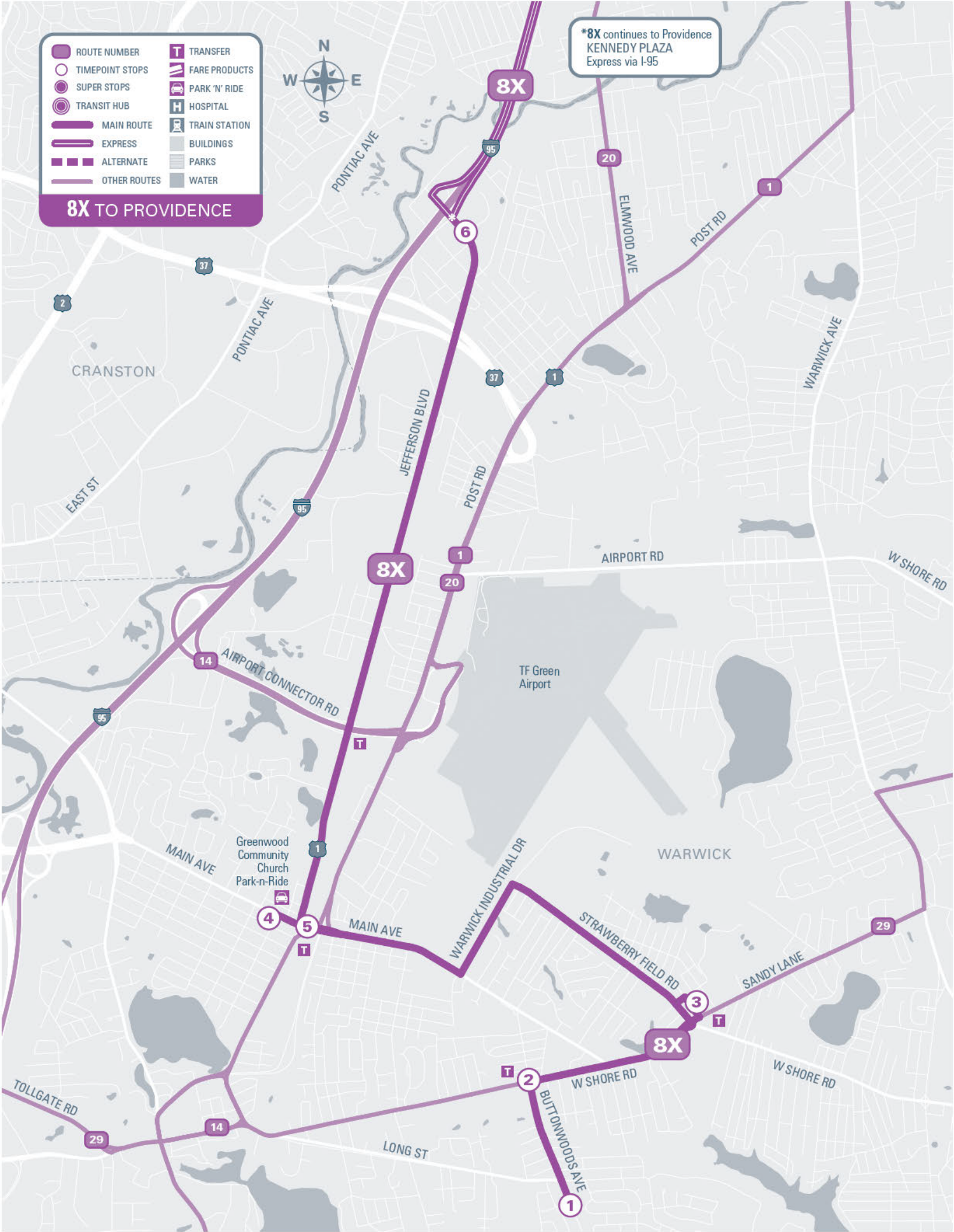
NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____



MONDAY TO FRIDAY to Providence

| 1 2 3 4 5 6 7 8 9 10 11 | | | | | | | | | | | | |
|-------------------------|-------------------|------------------------|--------------------------|-------------------------------|------------------------------|------------------|------------------|----------------------|----------------------|------------------|-------------|-------------------------|
| Timepoint Stops | Bus Operates from | Buttonwoods & Long St. | Buttonwoods & West Shore | West Shore & Strawberry Field | Greenwood & Community Church | Jefferson & Main | Jefferson & I-95 | RI Convention Center | Empire & Westminster | Weybosset & Eddy | Turk's Head | EXCHANGE TERRACE Stop X |
| TRANSFER | | | 29 | 29 | | 1, 14 | | | | | | HUB |
| AM | Buttonwoods | 6:50 | 6:52 | 6:55 | ..... | 7:02 | 7:11 | 7:27 | 7:28 | 7:30 | 7:32 | 7:34 |
| | Buttonwoods | 7:20 | 7:22 | 7:25 | ..... | 7:32 | 7:41 | 7:57 | 7:58 | 8:00 | 8:02 | 8:04 |
| PM | Grnwd. Church | ..... | ..... | ..... | 2:55 | ..... | 3:05 | 3:21 | 3:22 | 3:24 | 3:26 | 3:28 |
| | Grnwd. Church | ..... | ..... | ..... | 4:11 | ..... | 4:21 | 4:37 | 4:38 | 4:40 | 4:42 | 4:44 |
| | Grnwd. Church | ..... | ..... | ..... | 4:33 | ..... | 4:43 | 4:59 | 5:00 | 5:02 | 5:04 | 5:06 |
| | Buttonwoods | 5:40 | 5:42 | 5:45 | ..... | 5:52 | 6:01 | 6:17 | 6:18 | 6:20 | 6:22 | 6:24 |

SATURDAY / SUNDAY / HOLIDAY: No Service

2016 Holidays

| | | |
|--|-----------------------------------|--|
| RIPTA will operate Sunday/Holiday service on the following days: | | |
| New Years Day - Friday, January 1 | Independence Day - Monday, July 4 | Veterans' Day - Friday, November 11 |
| Dr. Martin Luther King Jr. Day - Monday, January 18 | Victory Day - Monday, August 8 | Thanksgiving Day - Thursday, November 24 |
| Memorial Day - Monday, May 30 | Labor Day - Monday, September 5 | Christmas Day - Sunday, December 25 |
| | Columbus Day - Monday, October 10 | |

INFO

Log on at RIPTA.COM

FARES

Single Trip: \$2.00
Transfer: \$1.00 valid for 2 hours
1 Day Pass: \$6 onboard only
7 Day Pass: \$25 onboard only

FREQUENCY

Monday to Friday 6a-6p:
Peak-Only Service
Saturday: No Service
Sunday / Holiday: No Service

Effective 9/3/16 • Printed 9/3/16

MAJOR STOPS

11

10

9

8

7

6

5

4

3

2

1

EXCHANGE TERRACE Stop X

Turk's Head Building (Weybosset St & Post Office Ct)

Weybosset St & Eddy St

Empire St & Westminster St

Rhode Island Convention Center

Jefferson Boulevard & I-95

Greenwood Community Church

Jefferson Boulevard & Main Ave

West Shore Rd & Strawberry Field Rd

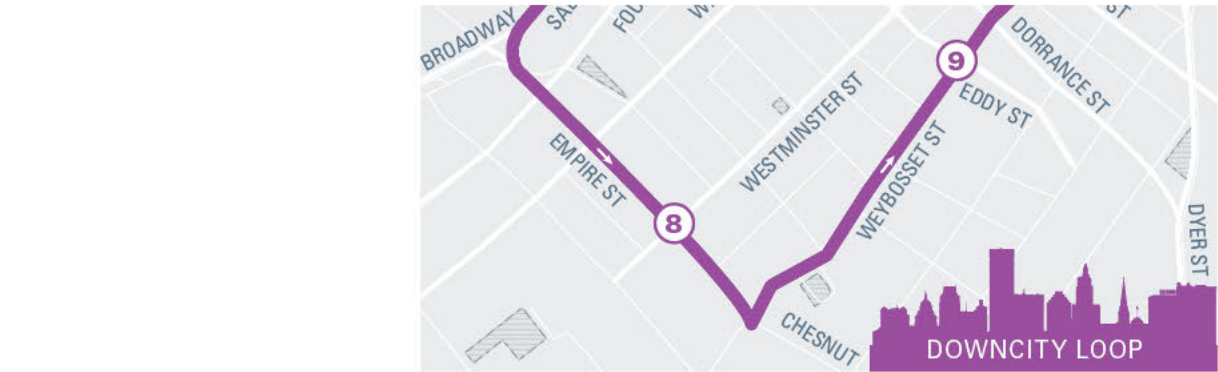
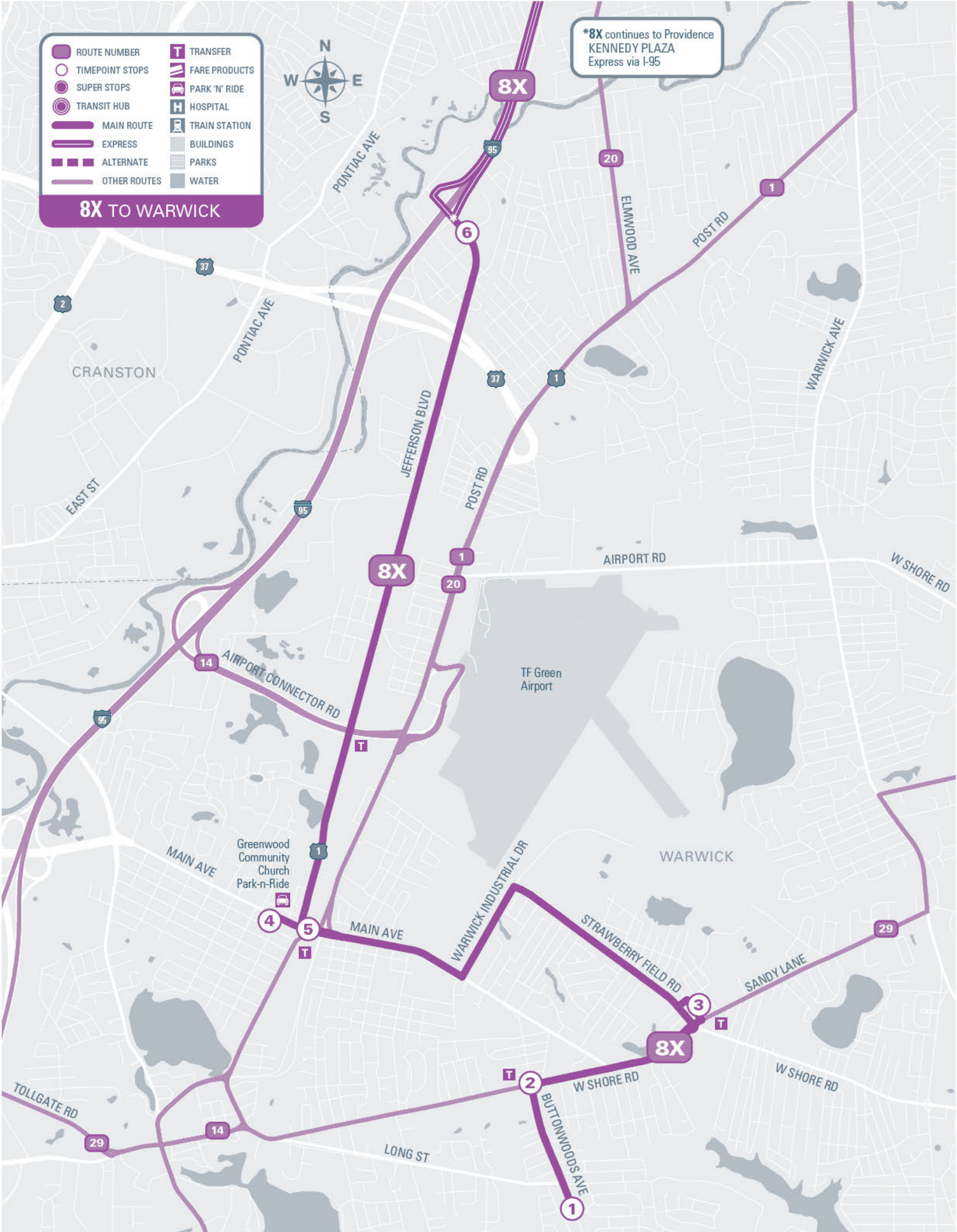
Buttonwoods Ave & West Shore

Buttonwoods Ave & Long Street

EXPRESS SERVICE

Jefferson Blvd. Park-n-Ride

8X



MONDAY TO FRIDAY to Warwick

| 7891011654321 | | | | | | | | | | | | |
|-----------------|-------------------|----------------------|----------------------|------------------|-------------|-----------------------------|------------------|------------------|----------------------------|-------------------------------|--------------------------|------------------------|
| Timepoint Stops | Bus Operates from | RI Convention Center | Empire & Westminster | Weybosset & Eddy | Turk's Head | EXCHANGE TERRACE Stop X HUB | Jefferson & I-95 | Jefferson & Main | Greenwood Community Church | West Shore & Strawberry Field | Buttonwoods & West Shore | Buttonwoods & Long St. |
| TRANSFER | | | | | | | | 1, 14 | | 29 | 29 | |
| AM | Buttonwoods | 6:00 | 6:01 | 6:03 | 6:05 | 6:07 | 6:21 | 6:30 | ..... | 6:37 | 6:40 | 6:42 |
| | Buttonwoods | 6:30 | 6:31 | 6:33 | 6:35 | 6:37 | 6:51 | 7:00 | ..... | 7:07 | 7:10 | 7:12 |
| | Grnwd. Church | 7:40 | 7:41 | 7:43 | 7:45 | 7:47 | 8:01 | ..... | 8:11 | ..... | ..... | ..... |
| | Grnwd. Church | 8:10 | 8:11 | 8:13 | 8:15 | 8:17 | 8:31 | ..... | 8:41 | ..... | ..... | ..... |
| PM | Grnwd. Church | 3:33 | 3:34 | 3:36 | 3:38 | 3:40 | 3:54 | ..... | 4:04 | ..... | ..... | ..... |
| | Buttonwoods | 4:50 | 4:51 | 4:53 | 4:55 | 4:57 | 5:11 | 5:20 | ..... | 5:27 | 5:30 | 5:32 |
| | Buttonwoods | 5:15 | 5:16 | 5:18 | 5:20 | 5:22 | 5:36 | 5:45 | | 5:52 | 5:55 | 5:57 |

SATURDAY / SUNDAY / HOLIDAY: No Service

2016 Holidays

| | | |
|--|-----------------------------------|--|
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| Memorial Day - Monday, May 30 | Labor Day - Monday, September 5 | Christmas Day - Sunday, December 25 |
| | Columbus Day - Monday, October 10 | |

| | |
|--|---------|
| RIPTA Cash Fares* | |
| Full Fare • Tarifa Básica..... | \$2.00 |
| Transfers • Transbordo..... | \$1.00 |
| Day Pass • Pase de día..... | \$6.00 |
| 7 Day Pass • Pase de 7 días..... | \$25.00 |
| Monthly Pass • Pase Mensual..... | \$70.00 |
| 10 Ride Pass (w/ Transfer) • | |
| Pase de 10 Viajes (con transbordo)..... | \$20.00 |
| Children under 5 ride free when accompanied by an adult | |
| Children 12 years of age and under must be accompanied by an adult | |

2016 Holidays

RIPTA will operate Sunday/ Holiday service on the following days:

New Years Day - Friday, January 1

Dr. Martin Luther King Jr. Day - Monday, January 18

Memorial Day - Monday, May 30

Independence Day - Monday, July 4

Victory Day - Monday, August 8

Labor Day - Monday, September 5

Columbus Day - Monday, October 10

Veterans' Day - Friday, November 11

Thanksgiving Day - Thursday, November 24

Christmas Day - Sunday, December 25

RIPTA offers a Reduced Fare Bus Pass Program for Seniors, People with Disabilities, and Medicare Card Holders. Please visit www.ripta.com for details.

RIPTA ofrece un Pase de Tarifa Reducida a los Adultos Mayores, Personas con Discapacidades y cualquier persona con una Tarjeta de Identificación de Medicare. Para más información, visite www.ripta.com.

Bus Schedule Information •
Para información llame:
401-781-9400 or 401-747-3529 TDD
www.ripta.com

*Subject to change

443 Jefferson – GSA Warwick

Weekly Conference Call

Project #: 7RI2043

Date: Thursday, June 6th 2019

Time: 9:00am EST

Invited Attendees

Name

Email

GSA

Keefe Murray

keefe.murray@gsa.gov

Jim Wojciechowski

james.wojciechowski@gsa.gov

Bruce Callard

bruce.callard@gsa.gov

DHS

None

Lessor

Bob Clark

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Nick Mamaty

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1) 6/6/19 – STATUS UPDATE / SPACE PLAN COMMENTS

- Administrative items remain outstanding between GSA and Lessor team
- Lessor Team: Electrical room dimensions need to increase from present 180SF to approximately 400SF to accommodate all panels and infrastructure. Lessor team recommends moving southward, or into the vacant space, to account for this increase and heed ICE's requests not to adjust any of dimensions or layout the abutting spaces to the electrical room

- GSA: Lease will be amended to reflect this increase
- ADA compliance in question for rooms 105, 106 and 152. Will be discussed with Margarita on next call
- Mike Couture, upon his return, will conduct a space check on the CAD drawing to confirm all dimensions are accurate and incorporate latest, requested revisions in his absence
- Lessor team will obtain field measurements of Sally Port appendage at incumbent location with approval from ICE.
- Lavatories in detainee areas must have access panel installed outside the room or on opposite wall to investigate any items that may be flushed
- Updated Site Plan from Lessor requested by GSA

443 Jefferson – GSA Warwick

Kick-Off Meeting / Site Visit

Project #: 7RI2043

Meeting location: 1 International Place & 443 Jefferson Blvd

Date: Thursday, April 11th 2019

Time: 10:00am EST

Invited Attendees

Name

Email

GSA

Mark Shinto

mark.shinto@gsa.gov

Keefe Murray

keefe.murray@gsa.gov

Andrew Forbes

Andrew.forbes@gsa.gov

Jim Wojciechowski

james.wojciechowski@gsa.gov

Bruce Callard

bruce.callard@gsa.gov

David Hall

david.hall@gsa.gov

Theresa ?

DHS

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1) Project Scheduling / Meeting Overview

- a. All agree weekly project conference calls slotted for Thursdays at 9:00am EST
- b. As of 4/11/19 – 10% DID fit plan under review
- c. Lease expires at current location 4/2020
- d. Mark Shinto indicates Mike Strobel at GSA will take over his role if he retires prior to project completion

2) DID Comments

- a. GSA acknowledges DID phase has not commenced because of kick-off, onsite meeting date delays
- b. Test fit not acknowledged by Lessor until site meeting and further commentary can be represented
- c. All concur lease calls for Level II DID specifications
- d. At 90%-95% DID , drawings are sent to OPR & OCIO for review, security overlay and approval. Following internal approval, lessor team can move to bidding the project
- e. At 90%-95% DID, lessor requests that all fixed walls, doors and room orientations to be final – no changes after this point
- f. Lessor requests that security review occur prior than what is scheduled to avoid potential delays or setbacks due to any changes at the end of DID's

3) Construction Schedule / Comments

- a. GSA requires a minimum of two subcontractor bids from lessor in TICS and as much detail as possible regarding pricing, not just summary pricing
- b. TI and BSAC amounts will exceed amortized amount in the lease, GSA confirms overages will be paid lump sum after occupancy in accordance with the lease and memorialized via lease amendment with lessor
- c. GSA indicates inspections will occur at 1) 50% completion and 2) 95%-100% completion (final inspection)
- d. 50% inspection – interior walls, building perimeter, pre-drywall, steel, above-ceiling
- e. All secure walls in the building must be installed deck to deck
- f. Vault area (walls and all components) will be entirely removed. Lessor indicates this was not factored into shell budget in final proposal and was offered as an amenity to the tenant. GSA indicated flexibility to reimburse lessor for removal cost via commiserate shell rent increase

- g. Existing bathroom configuration is not suitable, building must be re-plumbed to accommodate new bathroom orientation
- h. Prepare two plans regarding the RAC room if it must be moved
- i. GSA indicates it has 5% or 1,200 SF to work with if additional space in the building is required to fulfill tenant space needs. Lessor acknowledges and can accommodate
- j. Shatterproof film only required for all tenant windows
- k. Furniture vendor requires 10-week lead time – once walls and MEP design is 100% finalized, furniture order will be placed by tenant
- l. Tenant has requested an outside, perimeter fence on the Jefferson Blvd. facing side of the building to prevent pedestrians from walking up to the perimeter windows. Bollards and curb stops also contemplated for vehicular deterrence to the Jefferson Blvd. facing side of tenant space

4) Misc. Project Notes

- a. Security vendor, or a vendor with extensive security installation experience, should install all secure doors and hinges (not drywaller)
- b. Tenant requesting any property signage/references, facsimile subject lines or hard-copy correspondence be titled “GSA-Warwick 443 Jefferson”
- c. GSA inquired whether GC’s electrician permit could be utilized for low-voltage permit for installation of applicable secure doors and hardware

Holland & Knight

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Holland & Knight LLP | www.hklaw.com

Robert C. MacKichan, Jr.
Partner

(b) (6)

July 3, 2019

VIA EMAIL

Richard T. Reynolds
Supervisor/Team Lead/Contracting Officer
Real Estate Acquisition Division
Leasing Branch (1PRL)
Public Buildings Service
U.S. General Services Administration
10 Causeway Street, Room 1010
Boston, MA 02222
Email: richardt.reynolds@gsa.gov

Re: Notice of Breach of Lease No. GS-01P-LRI00279

Dear Mr. Reynolds:

As you are aware, we represent Cape Moraine, LLC (“Cape Moraine” or the “Lessor”) with respect to the above-referenced lease (the “Lease”). They appreciated the opportunity to meet with you and other GSA officials on June 19th to discuss the state of the project and the extent of the extraordinary Government directed changes in an effort to find a means of successfully completing the buildout of the space. However, based on your recent correspondence to our client, it is clear that we have reached an impasse. Although our client would much prefer to find a path forward, after careful and thorough review of the current circumstances and your recent representations, it is clear that the U.S. General Services Administration (“GSA” or the “Government”) has breached the Lease by making cardinal changes to the Lease. The Lease originally called for a specific shell floor plan, incorporated explicitly into the Lease, and \$1,008,371.00 in a tenant improvement allowance (“TIA”) and \$514,475.00 in Building Specific Amortized Capital (“BSAC”). The latest iteration of Government requirements include dramatic changes to the shell requirements and nearly \$8 million in tenant improvements. This represents a cardinal change to the scope of work originally contemplated in the Lease.

These cardinal changes to the Government’s requirements and the associated costs have forced the Lessor’s lender to freeze the Lessor’s funding, and have made it impossible for the Lessor to continue in the design and construction of the Premises. The Lessor has repeatedly

Mr. Richard T. Reynolds

July 3, 2019

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requested a firm commitment from the Government in order to satisfy the Lessor's lender, which will allow the Lessor to continue the design and construction of the Government's space. The Government has refused to provide such assurances.

However, as described below, although the Government has breached the Lease, and as permitted in the context of a Cardinal Breach, the Lessor remains willing to work with the Government to reach an equitable outcome and to move forward with design and construction. As outlined herein, the Lessor's proposed next steps will result in no additional costs to the Government.

Please review this letter and the attached proposed lease amendment, and let us know when you have the time to discuss this matter.

I. BACKGROUND

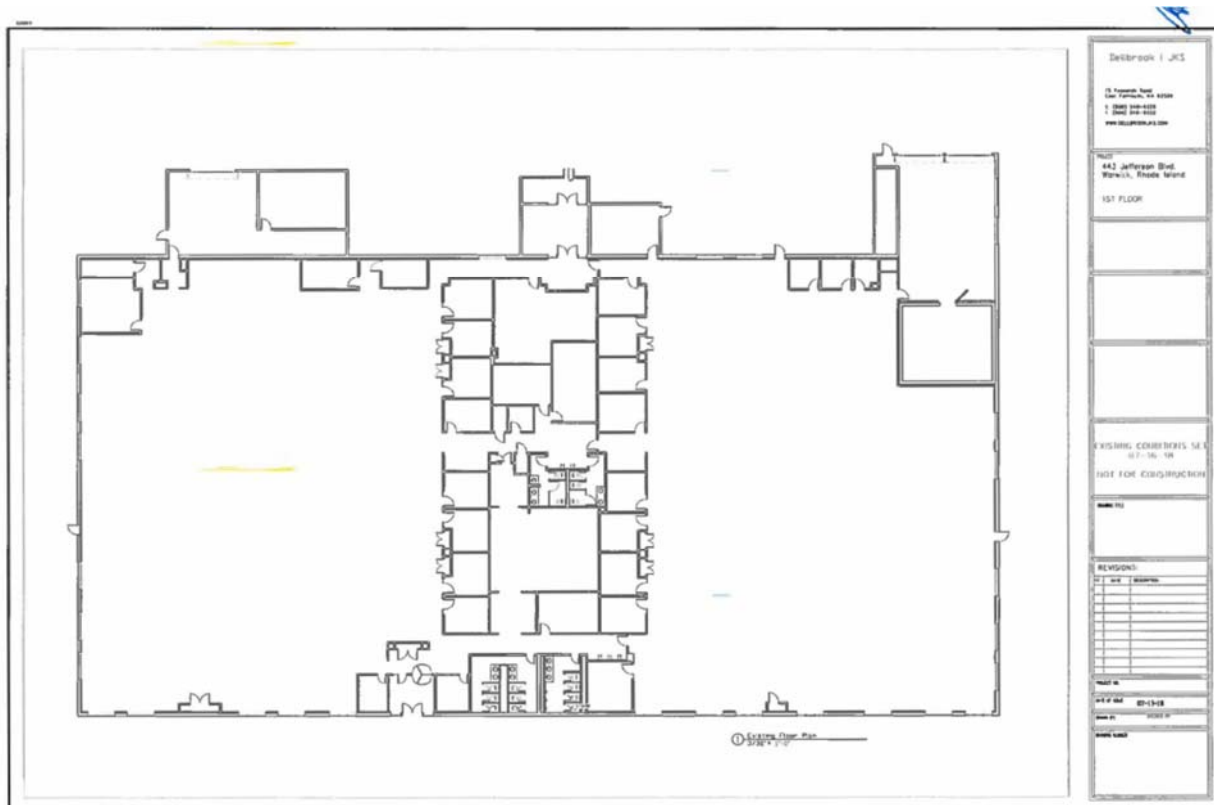
The Government issued Request for Lease Proposal No. 7RI2043 (the "RLP") on June 18, 2017, seeking approximately 20,000 ANSI / BOMA Office Area ("ABOA" or "usable") square feet of office space in or around Warwick, Rhode Island. In response to the RLP, Cape Moraine submitted its initial offer on April 20, 2018, followed up by its best and final offer on July 17, 2018. Both offers proposed the same open floor plan of the 1st floor of the building located at 443 Jefferson Blvd. in Warwick, RI, that would eventually be incorporated into the Lease.

After evaluating offers, GSA selected Cape Moraine's proposal for award. GSA executed Lease No. GS-01P-LRI00279 to Cape Moraine on October 24, 2018. The Lease describes the Premises as follows:

Office and Related Space: 24,077 rentable square feet (RSF), yielding 20,579 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor, of the Building,¹ as depicted on the floor plan(s) attached hereto as Exhibit A.

Lease, ¶ 1.01(A). The Exhibit A referenced above is a floor plan of the space the Government agreed to lease, depicting an open-floor plan and leaving several of the Building's original fixtures (such as the bathrooms and a bank vault) unchanged:

¹ The "Building" is defined earlier in the Lease as "all or a portion of the Property located at 443 Jefferson Boulevard, Warwick, RI 02886." Lease, pg. 1.



Lease, Exhibit A. The Lease also included a Space Utilization Breakdown, attached as Exhibit C to the Lease, which maps the Government's specific square footage requirements to either office administrative space or "Mission Support" space.

The Lease requires the Government to produce Design Intent Drawings ("DIDs") no later than 15 working days after Lease Award. Notably, the Lease expressly requires the DIDs to conform to the floorplan copied above, which is Exhibit A to the Lease:

Government-Provided Design Intent Drawings (DIDs): The Government shall prepare and provide to the Lessor the Government's approved DIDs **based upon the base Building documents provided by the Lessor as required in the paragraph titled "Documents Incorporated in the Lease" paragraph of this Lease.** These DIDs will detail the TIs to be made by the Lessor within the Space. DIDs shall be due to the Lessor **within 15 Working Days from award.**

Lease, ¶ 4.01(A) (emphasis added). The Government failed to produce the DIDs within 15 working days, or by November 14, 2018.

On November 26, 2018, when the DIDs were 12 calendar days late, an unsuccessful offeror (VAS Realty, LLC) protested the Lease award at the Government Accountability Office

(“GAO”). On November 29, 2018, GSA Contracting Officer Michael Strobel notified the Lessor of the protest, and issued a stop work order:

As a result of this protest, and in accordance with 31 U.S.C. §3553(d)(3) and 48 C.F.R. §33.104(c), you are directed to immediately suspend performance including any related activities that may result in additional obligations being incurred by the Government.

Attachment A. The protest was dismissed as untimely on December 26, 2018. Two days later, Cape Moraine finalized its purchase of the property at 443 Jefferson Blvd., Warwick, RI.

The Government subsequently scheduled a project kickoff meeting on February 12, 2019, approximately three months after the Government was required to produce the DIDs. The Government cancelled this meeting. The meeting eventually took place via conference call on February 20, 2019. On this conference call, the Government informed the Lessor that it would not be producing the DIDs, and instead instructed the Lessor to produce the DIDs:

ICE will only provide the test fit for the DIDs. The development of the DIDs will be transferred to the Lessor’s scope of work

Attachment B. This directive was not put into a written Lease Amendment, and the Lease has not been amended to reflect this change in responsibility.² However, the Lessor nonetheless undertook this additional work to expedite the process and to ensure timely delivery of the property, despite the Government’s substantial delay and failure to meet its contractual obligations.

Between Lease award and the date of this letter, the Government required scope of work for tenant improvements and, consequential changes to the shell building have more than quadrupled. Changes made by the Government changed the improvement costs from the \$1,008,371 called for in the Lease to nearly \$8 million, as per the most current and complete DIDs.³ See Attachment C (General Contractor Cost Estimate).

Additionally, the Government’s representative, Mr. Jim Wojciechowski, has explicitly noted on two separate occasions (in April and May of this year) that the Government is seeking to make changes to the Shell requirements of the Lease – specifically, the removal of a vault and relocation of an Electrical Room – and that those changes will generate additional costs:

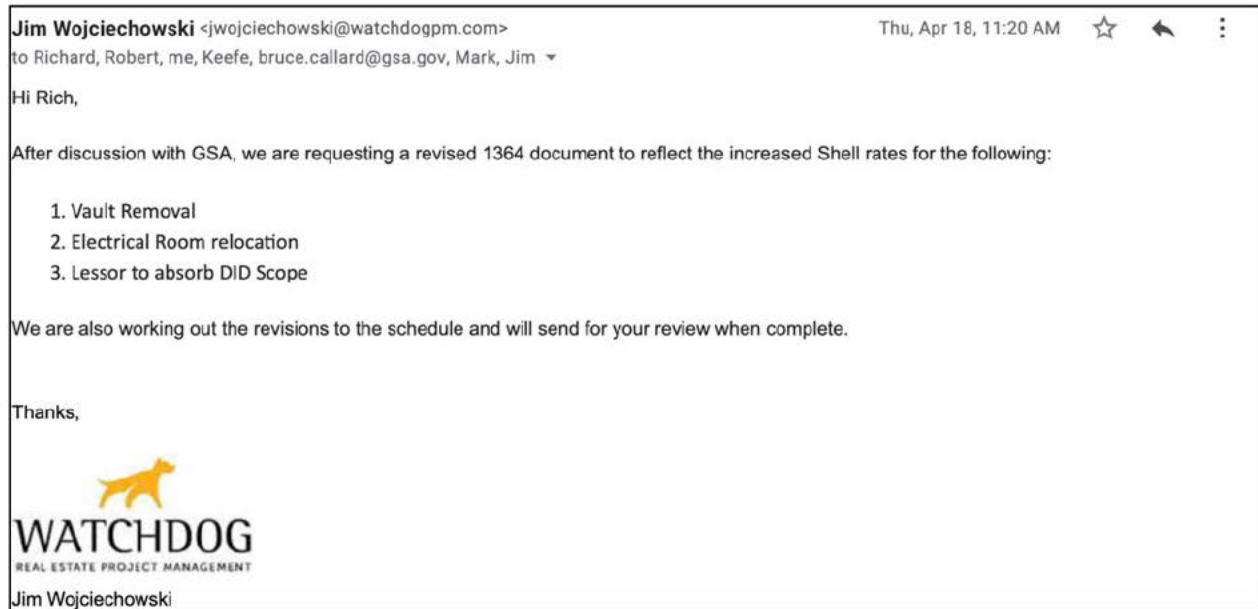
² The Government provided the Lessor with a draft Lease Amendment on Thursday, June 27, 2019, officially shifting responsibility for the DIDs to the Lessor. This amendment has not been executed as of this writing.

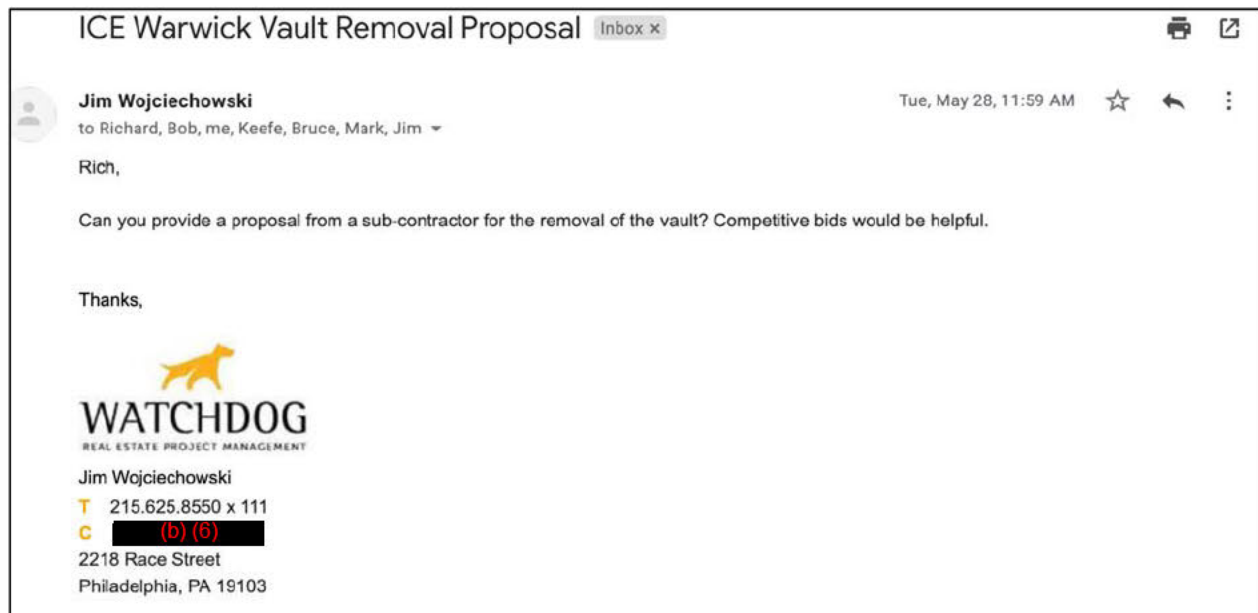
³ As of this writing the DIDs are 95% complete.

Mr. Richard T. Reynolds

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Due to the huge increase in costs stemming from the Government's changes to the Lease, the Lessor's lender has frozen the funds, and has declined to allow any draw-down of the construction loan.

On June 6, 2019, GSA informed the Lessor that the Contracting Officer Mark Shinto had been removed from this project, and that you, Richard Reynolds, would be the Contracting Officer moving forward. One week later, you sent the Lessor an email disavowing GSA's earlier position that its requirements included changes to the Shell requirements, and refusing to provide

the requested formal assurance that the additional costs from the dramatic increase to the tenant improvements would be repaid:

Please be aware that at this time, as the LCO for the Lease, it is my position that the Government is not requiring, approving or anticipating any changes to the Lease Shell requirements.

The Tenant Improvement Allowance and Building Specific Amortized Capital (BSAC) shall be paid in the rent per the terms of the Lease and any overage above those costs that is the obligation of the Government will be reimbursed by the Government by lump sum payment. This is also plainly stated in the Lease....I am unclear as to why a lender would need some further assurance regarding the Government's commitment to pay for the TI it negotiates.

Attachment D.

Despite the Government's unwillingness to work with the Lessor to provide the formal assurance requested, the Lessor nonetheless provided all requested deliverables in accordance with Section 4 of the Lease on June 21, 2019.

II. CARDINAL CHANGE

The Government has breached the Lease by quadrupling the scope of work required. It is indisputable that the Government's requirements have increased the scope of work dramatically, and that the Lessor's combined shell and TI costs are now nearly four times what they were under the Lease as awarded. This constitutes a cardinal change, and a breach of the Lease.

In the context of federal government contract law, a cardinal change is a substantial deviation from the original scope of work that changes the nature of the bargain between the parties; it is such a fundamental change that the parties cannot redress the change under the contract. *Northrop Grumman Systems Corporation v. United States*, 140 Fed. Cl. 249 (2018). The Courts have consistently held that doubling the scope of work (or even less than doubling) constitutes a cardinal change, and a breach of the Lease:

- ***Krygoski Const. Co., Inc. v. U.S.*, 94 F.3d 1537 (Fed. Cir. 1996).** In *Krygoski*, the Federal Circuit held that increasing a total contract value from \$400,000 to \$775,000 would have constituted a cardinal change.
- ***Cardinal Maintenance Service, Inc. v. U.S.*, 63 Fed. Cl. 98 (2004).** In *Cardinal*, the Court of Federal Claims held that an eighty percent (80%) increase in the contract price constituted a cardinal change.

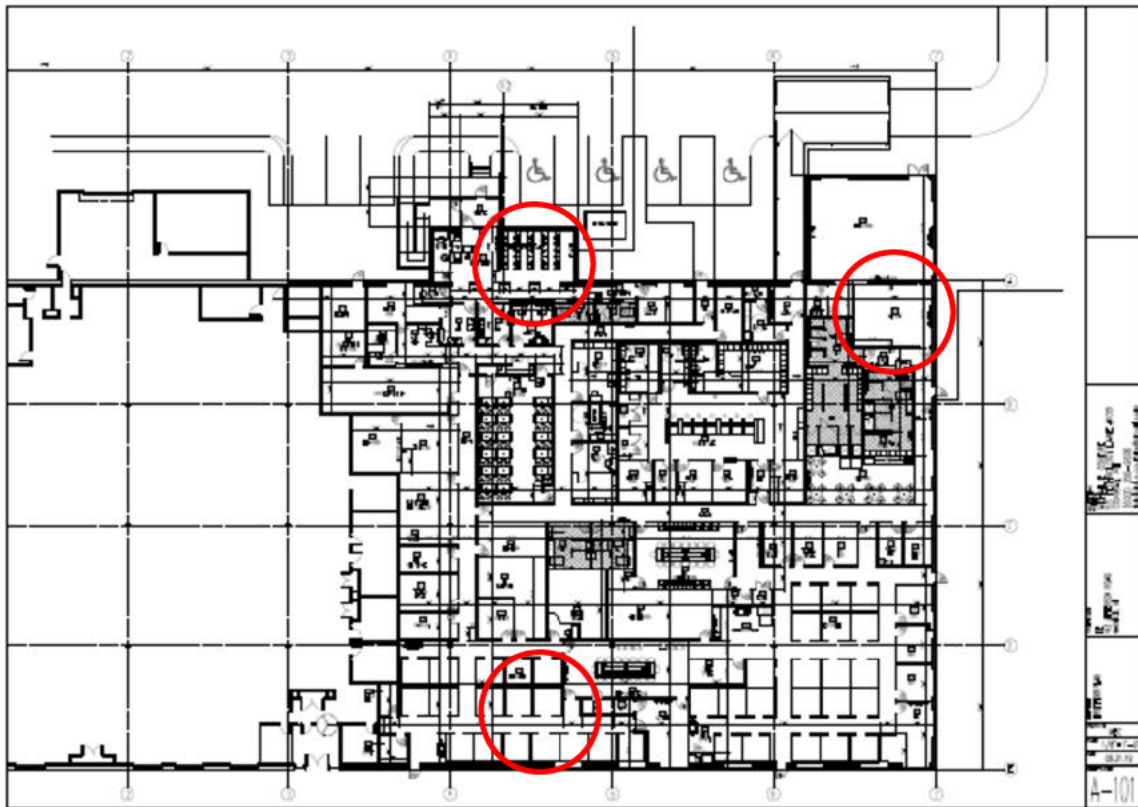
- ***ThermoCor, Inc. v. U.S.*, 35 Fed. Cl. 480 (1996).** In *ThermCor*, the Court of Federal Claims held there were sufficient facts to support a claim for cardinal change after the Government nearly doubled the amount of work to be performed.
- ***Saddler v. U.S.*, 152 Ct. Cl. 557 (1961).** In *Saddler*, the Court of Claims expressly held that increasing the amount of work, even without changing the nature of the work, constituted a cardinal change.

These cases illustrate that GSA's changes to the scope of work under the Lease constitute a cardinal change. First, the Government had increased the scope of total work by a factor of four, and has increased the tenant improvements nearly eightfold. The Lease originally called for just over \$1 million in tenant improvements and approximately \$1.7 million in shell work to be performed by the Lessor. See Lease ¶ 1.03(A) (noting the provision of only \$1,008,371.00 in tenant improvements) and Form 1364 (included as Attachment E, showing a total of \$5,522,846 in Shell Buildout costs, which includes the \$3.5 million purchase price of the Building, leaving approximately \$1.7 million in shell work). As per the Government's most current plans and requirements, the projected costs are as follows:

(b) (4)

Attachment C (May 16, 2019 General Contractor Pricing).

In addition to the Government's extensive changes to the scope and nature of Tenant Improvements, the Government now also has directed changes into the performance of the Shell requirements. As noted above, the open floor plan of the building at 443 Jefferson Blvd. was incorporated into the Lease as Exhibit A, and the Lease requires the Government to produce DIDs in conformance with those floor plans. However, the Government's most recent iteration of design requirements deviates substantially from the shell solution incorporated into the Lease:



Attachment F (red circles denoting areas of shell change added for emphasis).

The Government has now determined – long after signing the Lease which incorporates the existing floor plan – that it is either unwilling or unable to adaptively reuse some of the existing structures, and requires substantial demolition and renovation that is not contemplated by the Lease.

When examined next to the floor plan provided in the Lease as responsive to the Government's shell requirements, there are several changes apparent on the face of the new design:

- **Bathrooms.** The Government's most current design requests require the Lessor to demolish the existing bathroom core on the south side of the building, which would include cutting and capping and ensuring all the utilities (*e.g.*, Sprinkler, HVAC, Electrical, Water, Drains) are made safe, and recreating a new water supply and sanitary line to form a new bathroom core at the north side of the building.
- **Treatment of the existing vault.** Cape Moraine submitted an offer to the Government that included an existing vault, the location of which is noted in the upper right hand corner of the above diagram. The Government's latest design iteration requires the removal and remediation of this vault to install new elements.

- **Electrical / LAN room removal and replacement.** The Government now requests that the Lessor remove an existing electrical room to make space for a reception area, and relocate and recreate an electrical room, all of which will require extensive remodeling and cabling throughout the spaces.

This list is not exhaustive, but demonstrates a number of changes to the floor plan incorporated into the Lease. These shifts in the Government's footprint and floorplan constitute changes to the Lease, as defined in the General Clauses of the Lease (Exhibit E to the Lease). Accordingly, these Changes will entitle the Lessor to an equitable adjustment.

III. RESOLUTION

Cape Moraine now proposes the following as a compromise to move this project forward and to successfully complete the Tenant Improvements. Cape Moraine is not seeking any monetary equitable adjustment at this time – other than the funding proposed by the Government for the design work – but instead only asks for the Government's explicit recognition of several items. This Government acknowledgment of the Parties' rights and obligations will provide the Lessor's lender with the guarantees it needs to allow this project to move forward.

Specifically, Cape Moraine now requests that a Lease Amendment memorialize the following:

- **Guarantee of Payment.** Cape Moraine needs an explicit guarantee from the Government that it will cover all of the agreed upon costs associated with the Tenant Improvements and changes to the Shell requirements. Cape Moraine understands that this Lease remains in the design phase, but it is indisputable (even without fully developed drawings) that the cost of this project has ballooned far past its initial tenant improvement budget of roughly \$1 million. All Cape Moraine needs to satisfy its lender and to move on with the design and construction is a guarantee from the Government that it will meet its obligations, in the form of a Lease Amendment.
- **Acknowledgment of Delay.** As of this writing, the Government has delayed the design and construction phase of the Lease by nearly eight months. While there is the potential to shift the official responsibility for this delay to the Government under the excusable delay doctrine, a removal of the Liquidated Damages provision of the Lease is the most equitable approach to the Government's delay.
- **Acknowledgment of Shell Changes.** The Government has indisputably made changes to the shell requirements in the Lease, which expressly incorporates the floor plan included as Exhibit A. The Government must memorialize that it is making these changes and that it accepts responsibility for the associated costs.
- **Shell Credit.** Given the dramatic changes to the Government's requirements, both in terms of shell requirements and tenant improvements, the Lessor now proposes a shell credit approach to the design, pricing, and construction. In short, the Lessor will provide

Mr. Richard T. Reynolds

July 3, 2019

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a total cost for the entire project once the CD process has been completed, and provide a credit of \$1.7 million for the Shell work.

Cape Moraine proposes to accomplish each of these items via a Lease Amendment, a draft of which is included with this letter as Attachment G. Additionally, Cape Moraine accepts the Government's request to shift responsibility for the Design Intent Drawings to the Lessor, for the funding proposed in the Government's draft Lease Amendment (\$200,000.00).

Cape Moraine has been and continues to be a willing partner to the Government, on this and on many other projects. Furthermore, as noted above, Cape Moraine's requests will not cost the Government anything. The Lessor simply needs guarantees from the Government that it will pay its bills, and the Lessor will be able to move forward and complete the design and construction process. In return for these guarantees, Cape Moraine will consent to waiving any claims associated with the Government's cardinal change to the Lease.

IV. CONCLUSION

As noted above, a Cardinal Change does not preclude the parties from structuring a solution to allow the project to proceed. Cape Moraine remains committed to successfully completing the tenant improvements currently contemplated by the Lease, and to providing the space the Government requires. To that end, Cape Moraine has defined, in the attached lease amendment, the terms it would deem acceptable for proceeding with the project.

Please let us know when you have had a chance to review our changes to the draft Lease amendment. Thank you for your time and attention to this matter.

Very Respectfully,

HOLLAND & KNIGHT LLP

(b) (6)

Robert C. MacKichan, Jr.
Gordon Griffin
Holland & Knight LLP
800 17th St NW
Ste. 1100
Washington, DC 20006



443 Jefferson Blvd

Dedicated entrance
for transfer vehicle

Sally-port with secure
gate at both entrance
and exit

Secure fence with
barbed wire

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. NO.NCS-851217R11-PHX1 - SCHEDULE A, EXHIBIT A:

PARCEL ONE

That certain tract or parcel of land, with all buildings and improvements thereon, situated on the westerly side of Jefferson Boulevard, in the City of Warwick, County of Kent and State of Rhode Island, and bounded and described as follows:

Beginning at a granite bound in the westerly line of Jefferson Boulevard at the northeasterly corner of land now or lately of Ostby & Barton Co. and at the southeasterly corner of said tract;

Thence westerly, at right angles with said westerly line of Jefferson Boulevard, bounding southerly on said Ostby & Barton Co. Land three hundred fifty (350) feet to a corner;

Thence at right angles northerly bounding westerly on land now or lately of Bowerman Bros., Inc. three hundred seventy one and 70/100 (371.70) feet to a corner;

Thence at right angles easterly bounding northerly in part on other lands now or lately of Bowerman Bros., Inc. and in part on land now or lately of the Narragansett Electric Company, three hundred fifty (350) feet to a granite bound in the westerly line of said Jefferson Boulevard;

Thence at right angles southerly bounding easterly on said Jefferson Boulevard three hundred seventy-one and 78/100 (371.78) feet to said Ostby & Barton Co. Land at the point and place of beginning.

PARCEL TWO

That certain piece or parcel of land with all improvements thereon situated westerly of Jefferson Boulevard in the City of Warwick, County of Kent, State of Rhode Island and is bounded and described more particularly as follows:

Commencing at a granite bound situated in the westerly highway street line of Jefferson Boulevard, said granite bound being the southeasterly corner of the property of this Grantee;

Thence running westerly along the southerly property line of this Grantee bounding southerly by property now or formerly belonging to Salmonsan Properties, Inc. for a distance of 350.00 feet to a reinforced rod at the point of beginning of the hereinafter described parcel;

Thence running westerly bounding southerly by said Salmonsan property for a distance of 76.43 feet;

Thence turning an interior angle of 89-02'-28" and running northerly 1 foot easterly of a chain link fence bounding westerly by property of this Grantor for a distance of 371.83 feet to a corner;

Thence turning an interior angle of 90-57'32" and running easterly bounding northerly by said Grantor property for a distance of 70.21 feet to a corner and property now or formerly belonging to this Grantee;

Thence turning an interior angle of 90-00'-00" and running southerly bounding easterly by said Grantee property for a distance of 371.78 feet to the point and place of beginning.

The last described line forming an interior angle of 90-00'-00" with the first described line.

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO.NCS-851217R11-PHX1 - SCHEDULE B, SECTION 2:

Numbers correspond with Schedule B, Section 2 exception items contained in the above referenced Title Commitment.

6. Grant of Easement to the Narragansett Electric Company and New England Telephone and Telegraph Company as set forth Book 2607 at Page 234. (BENEFITS SUBJECT PROPERTY - CONTAINS NO PLOTTABLE ITEMS)

9. Drainage Easement as set forth in Book 301 at page 52, as may affect locus. (NORTH OF SUBJECT PROPERTY) (DOES NOT AFFECT SUBJECT PROPERTY)

10. Easement as set forth in Book 340 at page 323, as may affect locus. (NORTH OF SUBJECT PROPERTY) (DOES NOT AFFECT SUBJECT PROPERTY)

11. Authority for Construction of Slopes by City of Warwick as set forth in Book 351 at page 567, as may affect locus. (NORTH OF SUBJECT PROPERTY) (DOES NOT AFFECT SUBJECT PROPERTY)

- There is direct access to the subject property via Jefferson Boulevard, a public right-of-way.
- The current zoning classification allows for the subject property to be used as an Office.
- The location of all utilities shown hereon are from visible surface evidence only.
- The posted address on site is 443 Jefferson Boulevard.
- The Property surveyed and shown hereon is the same property described in Schedule A, Exhibit A of First American Title Insurance Company Title Commitment No. NCS-851217R11-PHX1 dated May 22, 2017. This is a resurvey of Commitment # 276596R11 July 24, 2017

BASIS OF BEARING:

The meridian for all bearings shown hereon is the Westerly right-of-way of Jefferson Boulevard assumed as being South 14°40'33" West and are used to denote angles only.

ENCROACHMENTS:

- A** Power poles and overhead wires encroach onto subject property a maximum distance of 23.8' measured at its greatest point; presumed to be covered by easement recorded in Book 2607, Page 234.
- B** Northerly adjainer's asphalt parking lot encroach onto subject property a maximum distance of 1.7' measured at its greatest point.
- C** Light poles encroach onto subject property or subject property's light poles encroach onto northerly adjainer's property a distance of 2.7'.

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X (Areas determined to be outside 500-year flood plain) according to the Flood Insurance Rate Map for the City of Warwick, Community Panel No. 445409-0127H, Effective Date October 2nd, 2015

ZONING:

Zoning Classification: CI (General Industrial)

Min. Lot Area = 6000 sq'

Maximum Building Height: 45'

Minimum Frontage = 60'

Minimum Lot Width = 60'

Building Setbacks: Front=25', Side=15', Rear=20'

Parking Setbacks: Front=10', Side=None, Street Side=10', Rear=None

Parking Ratio: 1 parking space per every 300 square feet of gross floor area

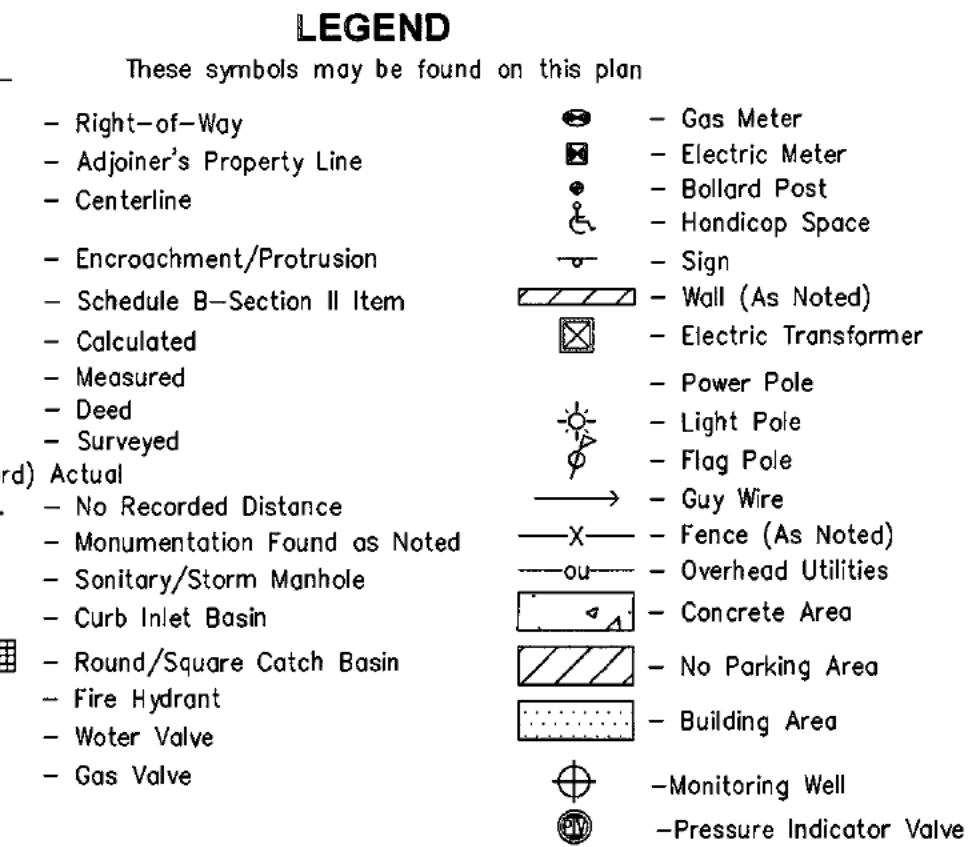
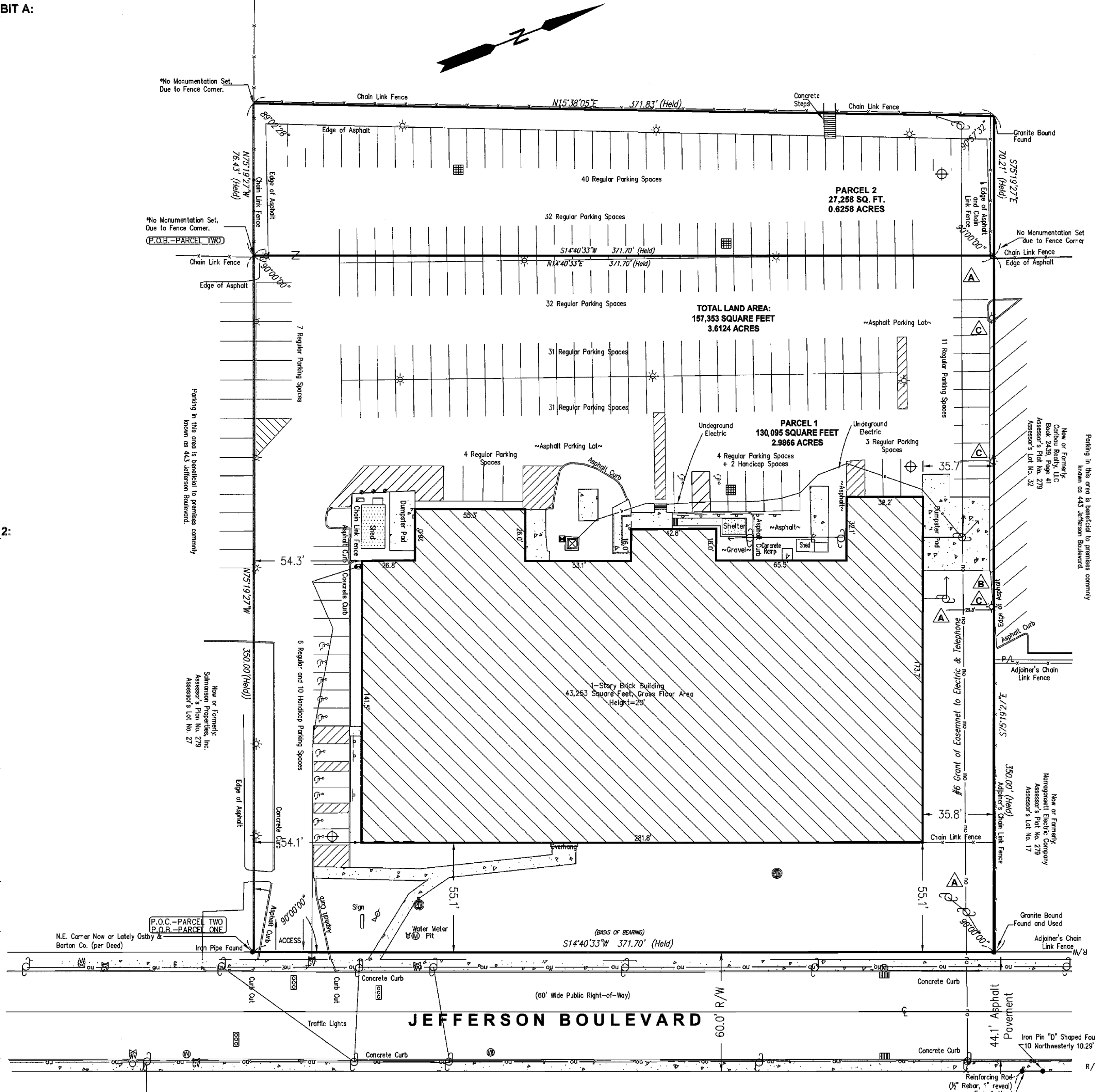
Minimum Landscaping open space = 10%

PARKING:

201 Regular Parking Spaces

12 Handicapped Spaces

213 Total Parking Spaces

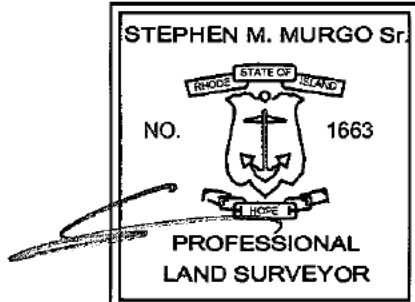


CERTIFICATION:

This survey has been conducted and the plan has been prepared pursuant to Section 9 of the Rules and Regulations adopted by the The Rhode Island State Board of Registration for Professional Land Surveyors on NOV 5, 2015, as follows:

(a) Type of Boundary Survey Comprehensive Boundary Survey Measurement Specification 1

(b) The purpose of the Survey and Plan is to show properly line information and the location on structures and other features deemed important.



BY: *Stephen M. Murgo* 8/20/17
Stephen M. Murgo PLS # 1663
COA LS A33

RREF 443 JEFFERSON BOULEVARD, LLC, RATH CAPITAL INVESTORS, LLC
FIRST AMERICAN TITLE INSURANCE CO., AND RREF AQUITION, LLC.
AND RATH REAL ESTATE FUND I HOLDCO, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2016, AND INCLUDES ITEMS 1,2,3,4,6a,6b,7a,7b,8,9,11,13, 16,17,18,19&20 OF TABLE A THERE OF.

PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF RHODE ISLAND, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

I ALSO CERTIFY THAT THE PROPERTY DESCRIBED IN EXHIBIT A IS THE SAME AS THAT ON THIS PLAN, COMMITMENT NO.NCS-851217R11-PHX1

BY: *Stephen M. Murgo* DATE: 8/20/17
PROFESSIONAL LAND SURVEYOR
CERTIFICATE OF AUTHORIZATION NO. LS-A33

millman
National Land Services
Transforming the Industry
Surveying
Zoning
Environmental
Real Support - Title Review
Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
landsurveyors@millmanland.com

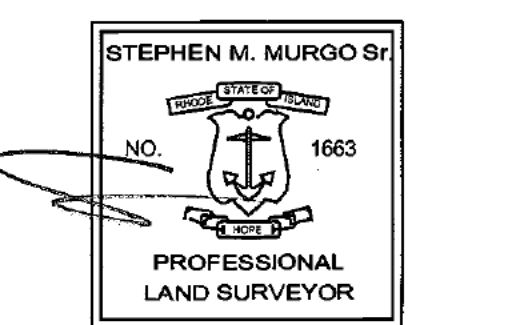
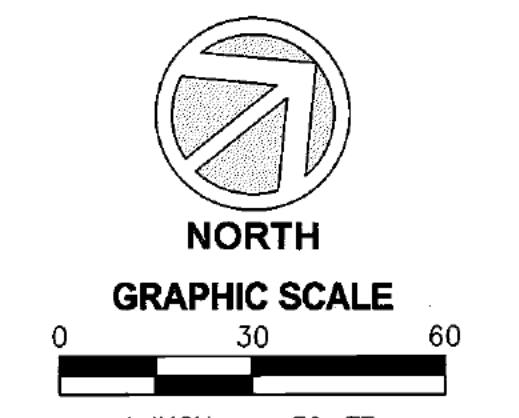
ALTA/ACSM LAND TITLE
SURVEY PREPARED FOR:

Rath Capital Partners LLC
Disen Avenue 2nd Floor
New York, NY, 10017
Attn: Nelson Hioe, Managing Partner
Phone: (212) 938-6991

Email nelson.hioe@rathcapital.com

virtualland
virtualsurveyor
for more information
visit <http://vimeo.com/25774196>

443 Jefferson Blvd.
City of Warwick
County of Kent
State of Rhode Island



Surveyor's Seal

Sheet No. **1** of **1**

MSI Project No. MSI 41544

PM: SMM Drafter: SMM



"We're making a difference"

July 17, 2018

Re: GSA/ICE 443 Jefferson Blvd. Warwick, RI

To Whom It May Concern;

St Anne's Credit Union (SACU) is interested in providing financing for Robert Clark (entity to be determined) for the purchase and improvement of the subject property conditional on being awarded a lease from GSA/ICE.

The proposed financing would consist of two loans:

(b) (4)

Over several years, I have financed many very successful projects with Mr. Clark in the GSA space. I anticipate this project will be successful as well.

Based on the initial review of the project, the proposed financial structure, as well as the experience and strength of the Principal; we are interested in pursuing the financing of this transaction. It should be noted that SACU will evaluate the final terms and financial structure of the proposed project in conjunction with a full underwriting prior to making a formal commitment.

Sincerely,

(b) (6)

Richard Kane CFA, CRC

Vice President Commercial Risk

RDM Environmental Consulting, Inc.

Richard Mansfield
36 Brooksweld Rd
Canton, MA 02021

July 17, 2018

Ms. Maureen Payton
Jones Lang LaSalle
One Post Office Square
Boston, MA 02109

Dear Ms. Payton,

In response to GSA's letter dated 7/9/18 titled "Request for Final Offer Proposals – Request for Lease Proposal No. 7RI2043", RDM Consulting offers the following responses on behalf of Cape Moraine, LLC. The following bullets describe the energy efficient improvements that Cape Moraine proposes to make to the property offered at 443 Jefferson Boulevard, Warwick, RI to meet Energy Star.

- Energy Efficient LED Lighting – All interior lighting will be replaced with new LED lighting per final Tenant requirements. All exterior lighting, including parking lot poles (5), will be replaced with new LED lighting.
- Lighting Occupancy Sensors – Lighting Controls and Occupancy sensors will be installed to manage all interior spaces. Sensors will be installed where there is an unpredictable rate of occupancy, such as restrooms, janitor/mechanical/electrical closets, and breakrooms. Electrical design will also include Occupancy or automatic timed lighting controls to ensure economical distributed control either by sensor-based shutoff or localized timer control for the main interior space as well as the exterior building and parking area.
- Energy Star HVAC Equipment – HVAC unit(s) compliant with the ENERGY STAR Program Requirements for Light Commercial HVAC Gas/Electric Package Unit will be installed to meet the full building demand. The package unit(s) with gas heating and electric air conditioning will replace existing unit(s). These new units may be roof or ground mounted. Proper sizing and installation of HVAC equipment is critical to achieving optimal performance and the future heating/cooling needs of the new office space, which will be sized by our licensed HVAC Engineer – The present estimated requirements are 8 – 10 Ton Cooling / 240,000Btu/Hr Heating units. A unit similar to Lennox Landmark series meeting Energy Star Eligibility criteria will be installed.
- Energy Star Hot Water Heater – A Hot Water Heater(s) compliant with the Energy Star Program Requirements and sized to meet building usage/demand will be installed. A unit similar to A.O. Smith ProMax Series meeting the Energy Star Eligibility criteria will be installed.
- Remote Access HVAC Thermostat Controls – Allows 24/7 monitoring to ensure efficient operation.
- Low Flush Toilets – New Low Flush Toilets will be installed if existing toilets cannot be retrofitted.
- Touchless Faucets – Touchless faucets will be installed on all restroom sinks, if existing sinks cannot be retrofitted with these faucets then new sinks will be installed.

In addition to the above bulleted scope, Cape Moraine will make its' best effort to include the following Renewable Energy Package: The Renewable Energy Program planned for this project includes a Roof Mounted Solar PV Array consisting of 360 Watt, Solar PV panels and Solar PV Parking Canopies. Our Renewable Energy Partner, Autonomous Energy Solutions (AES), has begun reviewing the application process through the State of Rhode

RDM Environmental Consulting, Inc.

Island to apply for grants and loan assistance for this project. In addition, a feasibility and optimization analysis is being conducted through a Solar Engineering Consultant in conjunction with the National Renewable Energy Laboratory to complete the application for permission to connect to the power grid. Implementation of the proposed renewable energy package is contingent upon financial assistance and permission to inter-connect to the power grid.

If you have any questions or require further details regarding any of the above information, please feel free to contact me at your convenience.

Sincerely,

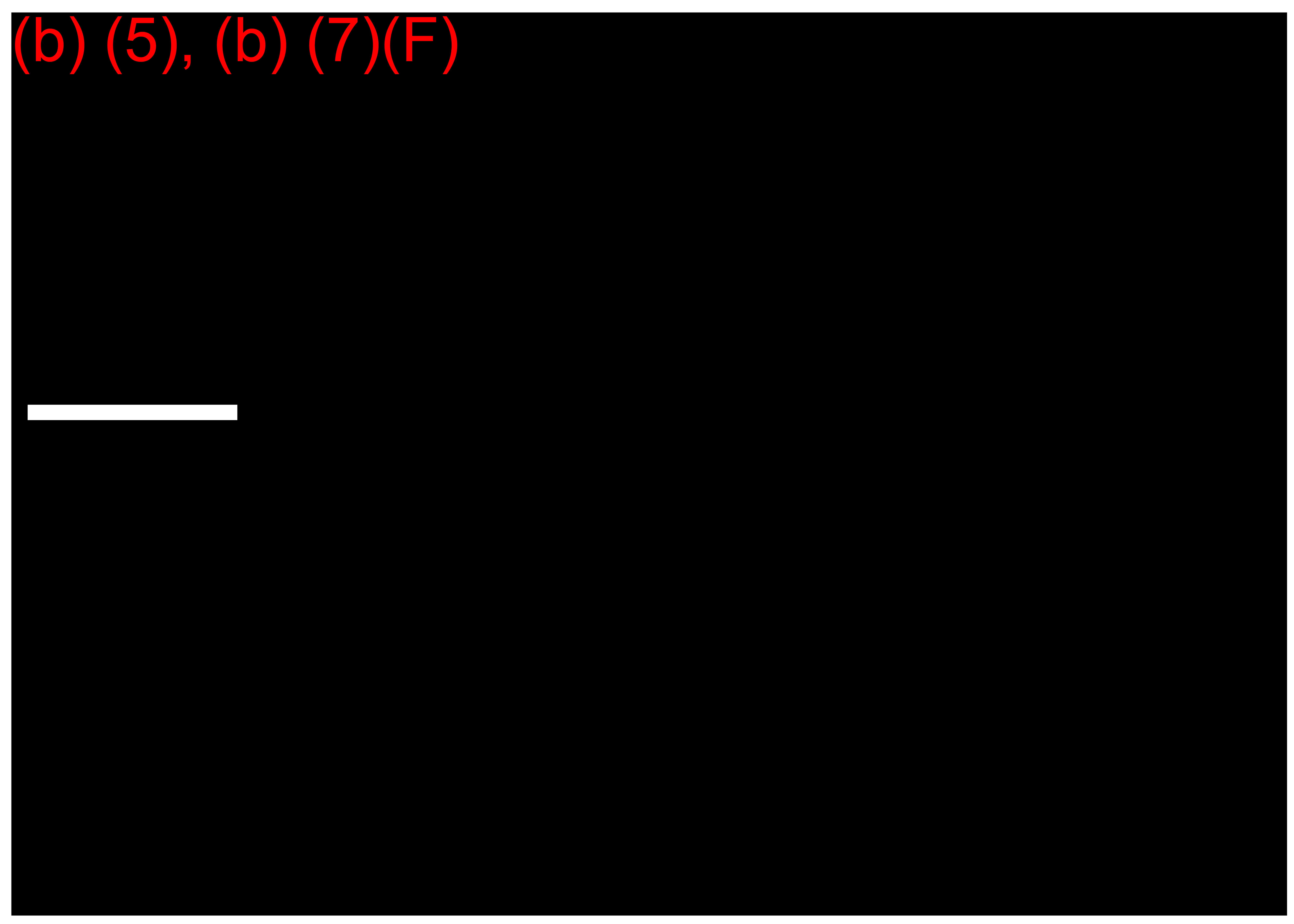
(b) (6)

Richard D. Mansfield
RDM Environmental Consulting, Inc.

617-719-5678

(b) (6) [mail.com](#)

Cc; Robert Clark



(b) (5), (b) (7)(F)

[Redacted]

(b) (5), (b) (7)(F)

[REDACTED]

(b) (5), (b) (7)(F)